

EXHIBIT A

IMPERIAL CAPITAL, LLC AND AFFILIATES ICGH, LLC AND ICAM, LLC

**872856(GRH/GLT/GL)1.9 Short Term Disability, Long Term Disability, Life, Supplemental Life,
Accidental Death and Dismemberment, Supplemental Accidental Death and Dismemberment and
Supplemental Dependent Life**

The following provisions are applicable to residents of Montana.

**THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY
THE LAW OF A STATE OTHER THAN MONTANA.**

TABLE OF CONTENTS

Group Short Term Disability Benefits

	PAGE
CERTIFICATE OF INSURANCE	3
SCHEDULE OF INSURANCE	4
Must You contribute toward the cost of coverage?.....	4
Who is eligible for coverage?.....	4
When will You become eligible? (Eligibility Waiting Period).....	5
ELIGIBILITY AND ENROLLMENT.....	5
When does Your coverage start?.....	5
When will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?.....	5
BENEFITS.....	6
How do benefits become payable for Total Disability?.....	6
When will benefit payments cease?.....	7
What is Vocational Rehabilitation?.....	7
EXCLUSIONS	8
What disabilities are not covered?.....	8
TERMINATION	8
When does Your insurance terminate?	9
Does Your insurance coverage continue while You are Disabled and no longer an Active Full-time Employee?... ..	10
GENERAL PROVISIONS.....	10
DEFINITIONS	12
STATUTORY PROVISIONS.....	61
ERISA.....	71

A note on capitalization in this benefits booklet:

Capitalization of the first letter of a word or phrase not normally capitalized according to the rules of standard punctuation (Weekly Earnings, for example) indicates a word or phrase that is defined in the DEFINITIONS section, or that refers back to an item found in the Schedule of Benefits.

PS-M-73

INSURER INFORMATION NOTICE

NOTICE REQUIREMENT

IF YOU HAVE A COMPLAINT, AND CONTACTS BETWEEN YOU AND THE INSURER OR AN AGENT OR OTHER REPRESENTATIVE OF THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM, THEN YOU MAY CONTACT:

**STATE OF CALIFORNIA INSURANCE DEPARTMENT
CONSUMER COMMUNICATIONS BUREAU
300 SOUTH STREET, SOUTH TOWER
LOS ANGELES, CA 90013**

1-800-927-HELP

THE HARTFORD'S ADDRESS AND TOLL-FREE NUMBER IS:

**THE HARTFORD GROUP BENEFIT'S DIVISION
POLICYHOLDER SERVICES, P.O. BOX 2999
HARTFORD, CT 06104-2999
TELEPHONE: 1-800-572-9047**



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Hartford, Connecticut
(Herein called Hartford Life)

CERTIFICATE OF INSURANCE

Under

The Group Insurance Policy
as of the Effective Date

Issued by

HARTFORD LIFE
to
The Policyholder

This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the employees of the Policyholder who:

- are eligible for the insurance;
 - become insured; and
 - continue to be insured;
- according to the terms of the Policy.

The terms of the Group Insurance Policy which affect an employee's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

Terence Shields, Secretary

Michael Concannon, Executive Vice President

SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

Policyholder: IMPERIAL CAPITAL, LLC AND AFFILIATES ICGH, LLC AND ICAM, LLC

Group Insurance Policy: GRH-872856

Plan Effective Date: January 1, 2013

THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF MAY 1, 2014.

This plan of Short Term Disability Insurance provides You with short term income protection if You become Disabled from a covered injury, sickness, Mental Illness, Substance Abuse or pregnancy. Where used in this contract, the term Disabled or Disability shall mean Total Disability or Partial Disability as defined in the Definitions Section of the Certificate.

Must You contribute toward the cost of coverage?

Your Employer is paying for the cost of Your coverage and has decided to include that cost in Your gross income on IRS Form W-2, unless You affirmatively elect otherwise prior to the beginning of a new plan year.

Who is eligible for coverage?

Eligible Class(es):

All Active full-time Employees who are:

- 1) citizens or legal residents of the United States working in the United States, its territories or protectorates;
- 2) Expatriates and Third-country Nationals; or
- 3) citizens or legal residents of Canada, as approved by Us, living and working in Canada;
excluding
 - 1) temporary, leased or seasonal Employees; and
 - 2) any Employee living or working in a country:
 - a) subject to a sanctions program administered by the United States Treasury Office of Foreign Asset Control;
or
 - b) not meeting our underwriting criteria.

Expatriate means a citizen or legal resident of the United States living and working on temporary assignment outside of the United States, its territories and protectorates.

Third-Country National means a person who is a citizen of a country other than the United States who is living and working outside of the country of which he or she is a citizen.

Full-time Employees: 30 hours weekly

The **Weekly Benefit** will be the lesser of:

- 60% of Your Weekly Earnings; or
- \$2,309,

reduced by Other Income Benefits.

The **Minimum Weekly Benefit** will be \$20.

The **Maximum Duration of Benefits** for a Disability is:

- 22 week(s) if caused by Accident;
- 22 week(s) if caused by Sickness.

Benefits Commence for Disability caused by:

- Accident: on the 30th day of Disability
- Sickness: on the 30th day of Disability

When will You become eligible? (Eligibility Waiting Period)

You will be eligible for coverage on the first day of the month coincident with or next following the date on which You complete a waiting period of 30 days of continuous service.

The waiting period will be reduced by the period of time You were an Active Full-time Employee with the Employer under the Prior Plan.

ELIGIBILITY AND ENROLLMENT

Who are Eligible Persons?

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

When will You become eligible?

You will become eligible for coverage on either:

1. the Plan Effective Date, if You have completed the Eligibility Waiting Period; or if not
2. the date on which You complete the Eligibility Waiting Period.

See the Schedule of Insurance for the Eligibility Waiting Period.

How do You enroll?

Eligible Persons will be enrolled automatically by the Employer.

WHEN COVERAGE STARTS

When does Your coverage start?

If You are not required to contribute toward the plan's cost, Your coverage will start on the date You become eligible.

DEFERRED EFFECTIVE DATE

Will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?

If You are absent from work due to Your:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental Illness; or
5. Substance Abuse,

on the date Your insurance or increase in coverage would otherwise have become effective, the effective date of the coverage or increase in coverage will be deferred until You have been Actively at Work for one full work-day.

CHANGES IN COVERAGE

Do coverage amounts change if there is a change in Your class or Your rate of pay?

Your coverage may increase or decrease on the date there is a change in Your class or Weekly Earnings. However, no increase in coverage will be effective unless on that date You:

1. are an Active Full-time Employee; and
2. are not absent from work due to Your being Disabled.

If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Weekly Earnings will become effective until the date we receive notice of the change.

What happens if the Employer changes the Plan?

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, except that the limitations on increases stated in the Deferred Effective Date provision will apply.

BENEFITS

How do benefits become payable for Total Disability?

If, while covered under this Benefit, you become Totally Disabled, and furnish proof to us that you remain Totally Disabled, we will pay the Weekly Benefit shown in the Schedule of Insurance.

The amount of any Weekly Benefit payable shall be reduced by the total amount of Other Income Benefits You receive as described in the Definitions section of this Policy. The amount of Your Weekly Benefit may also be reduced by certain benefits You could reasonably be expected to receive but for which You did not apply as described in the Definitions Section of the Policy. The Weekly Benefit will also be reduced by Your Current Weekly Earnings as described in the Partial Disability section of the Policy.

See the Schedule of Insurance for the Weekly Benefit, the Minimum Weekly Benefit, the Maximum Duration of Benefits, and when Benefits Commence.

No benefits will be payable unless you are under the care of a Physician other than yourself.

Loss of License: Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation alone, does not mean that You are Disabled. However, information relating to Your loss of license supporting Your claim for benefits may be submitted as part of Your proof of Loss.

How is a benefit calculated for a period of less than a week?

If a Weekly Benefit is payable for less than a week, we will pay 1/5 of the Weekly Benefit for each day you were Disabled.

PARTIAL DISABILITY BENEFITS

How are benefits paid for Partial Disability?

If while covered under this benefit, You become Disabled and work on a part-time or limited duty basis because You are Partially Disabled, for the first 12 months of a return to work, We will reduce Your Weekly Benefit by Current Weekly Earnings only to the extent that such earnings when added to the Weekly Benefit payable exceed 100% of Your weekly Pre-disability Earnings.

How are benefits calculated after twelve months of benefits have been paid?

After the first 12 month period of any Partial Disability and for any remaining or additional periods of Partial Disability, Your Weekly Benefit will be calculated as follows:

- 1) Multiply Your Indexed Pre-disability Earnings by the Benefit Percentage;
- 2) Compare the result with the Maximum Benefit; and
- 3) From the lesser amount, deduct Other Income Benefits and 50% of Your Current Weekly Earnings.

The result is Your Weekly Benefit.

Your Weekly Benefit, however, will not be less than the Minimum Weekly Benefit shown in the Schedule of Insurance.

If you are participating in a program of Rehabilitative Employment, your Weekly Benefit will be determined by the Rehabilitative Employment Benefit.

How is a benefit calculated for a period of less than a week?

If a Weekly Benefit is payable for less than a week, we will pay 1/5 of the Weekly Benefit for each day you were Disabled.

When will benefit payments cease?

Benefit payments will stop on the first to occur of:

1. the date you are no longer Disabled;
2. the date you fail to furnish proof that you continue to be Disabled;
3. the date you refuse to be examined, if we require an examination;
4. the last day benefits are payable according to the Maximum Duration of Benefits shown in the Schedule of Insurance; or
5. the date you die.

RECURRENT DISABILITY

What happens to your benefits if you return to work as an Active Full-time Employee and then become Disabled again?

If you return to work as an Active Full-time Employee for 30 consecutive days or more, any recurrence of a disability will be treated as a new Disability with respect to when Benefits Commence and the Maximum Duration of Benefits, as shown in the Schedule of Insurance.

If recurrent periods of Disability are:

1. due to the same or a related cause; and
2. separated by less than 30 consecutive days of work as an Active Full-time Employee,

they will be considered to be the same period of Disability.

MULTIPLE CAUSES

How long will benefits be paid if a period of Disability is extended by another cause?

If a period of Disability is extended by a new cause while weekly benefits are payable, weekly benefits will continue while you remain Disabled, subject to the following:

1. weekly benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
2. the Exclusions will apply to the new cause of Disability.

VOCATIONAL REHABILITATION

What is Vocational Rehabilitation? Vocational Rehabilitation means employment or services that prepare You, if Disabled, to resume gainful work.

Our Vocational Rehabilitative Services include, when appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. work-place modification;
4. prosthesis; or
5. job placement.

REHABILITATIVE EMPLOYMENT

Rehabilitative Employment means employment that is part of a program of Vocational Rehabilitation.

Do earnings from Rehabilitative Employment affect the Weekly Benefit?

If You are Disabled and are engaged in an approved program of Rehabilitative Employment, for the first 12 months that benefits are payable under this provision We will reduce Your Weekly Benefit by Your Current Weekly Earnings only to the extent that such earnings when added to the Weekly Benefit payable exceed 100% of Your weekly Pre-disability Earnings.

After 12 months of benefits have been paid under this provision and for any additional period of Rehabilitative Employment Your Weekly Benefit will be:

1. the amount calculated for Total Disability; but
2. reduced by 50% of the income received from each week of such Rehabilitative Employment.

The sum of Your Weekly Benefit and total income received under this provision may not exceed 100% of Your weekly Indexed Pre-disability Earnings. If this sum exceeds Your weekly Indexed Pre-disability Earnings, the Weekly Benefit paid by us will be reduced proportionately.

EXCLUSIONS

What Disabilities are not covered?

The plan does not cover, and no benefit shall be paid for, any:

1. injury, sickness, Mental Illness, Substance Abuse, or pregnancy not being treated by a Physician or surgeon;
2. Disability caused or contributed to by war or act of war (declared or not);
3. Disability caused by Your commission of or attempt to commit a felony, or to which a contributing cause was Your being engaged in an illegal occupation; or
4. Disability caused or contributed to by an intentionally self-inflicted injury.

If You are receiving, or are eligible to receive, benefits for a Disability under a prior plan of disability benefits that:

1. was sponsored by the Employer; and
2. was terminated on the day before the Effective Date of this plan,

then no benefits will be payable for the Disability under this plan.

TERMINATION

When does Your insurance terminate?

Your insurance will terminate on the earliest of:

1. the date the Group Insurance Policy terminates;
2. the date the Group Insurance Policy no longer insures Your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which You make any required premium contribution, if You fail to make any further required contribution;
5. the date on which You cease to be an Active Full-time Employee in an eligible class, including:
 - a) temporary layoff;
 - b) leave of absence; or
 - c) work stoppage (including a strike or lockout); or
 - d) the date Your Employer ceases to be a Participant Employer, if applicable.

May coverage be continued during a family or medical leave?

If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, Your Employer may continue Your insurance for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by state law, following the date Your coverage would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for You must be paid;
3. Your benefit level, or the amount of earnings upon which Your benefit may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
 - a) the leave terminates prior to the agreed upon date;
 - b) the termination of the Group Insurance Policy;
 - c) non-payment of premium when due by the Policyholder or You;
 - d) the Group Insurance Policy no longer insures Your class; or
 - e) the date Your Employer ceases to be a Participant Employer, if applicable.

May coverage be continued during a layoff?

If You are temporarily laid off, Your Employer may continue Your insurance for 1 month(s) following the month coverage would have terminated, subject to the following:

1. the required premium for You must be paid;
2. Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before said layoff commenced; and
3. such continuation will cease immediately if one of the following events should occur:
 - a) the lay-off becomes permanent;
 - b) the termination of the Group Insurance Policy;
 - c) non-payment of premium when due by the Policyholder or You;
 - d) the Group Insurance Policy no longer insures Your class; or
 - e) the date Your Employer ceases to be a Participant Employer, if applicable.

May coverage be continued during a leave of absence?

If You are granted a leave of absence, Your Employer may continue Your insurance for 1 month(s) following the month coverage would have terminated, subject to the following:

1. the leave authorization must be in writing, or must be documented as a leave for military purposes;
2. the required premium for You must be paid;
3. Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
 - a) the leave terminates prior to the agreed upon date;
 - b) the termination of the Group Insurance Policy;
 - c) non-payment of premium when due by the Policyholder or You;
 - d) the Group Insurance Policy no longer insures Your class; or
 - e) the date Your Employer ceases to be a Participant Employer, if applicable.

Does Your insurance continue while You are Disabled and no longer an Active Full-time Employee?

If You are no longer an Active Full-time Employee because You are Disabled, Your Short Term Disability Insurance will be continued:

1. while You remain Disabled;
2. without payment of premium after the date we receive written notice of claim; and
3. until the end of the period for which You are entitled to receive Short Term Disability Benefits.

After Short Term Disability benefit payments have ceased, Your insurance will be reinstated, provided:

1. You return to work for one full day as an Active Full-time Employee in an eligible class;
2. the Group Insurance Policy remains in force; and
3. the required premium is paid.

Do benefits continue if the Group Insurance Policy terminates?

If You are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as You remain Disabled by the same disabling condition; but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination for any reason of the Group Insurance Policy will have no affect on our liability under this provision.

GENERAL PROVISIONS

Time limits on Certain Defenses: What happens if facts are misstated?

After three years from the date of issue of this Policy, no misstatement of the employer, except a fraudulent misstatement made in the application shall be used to void the Policy; and after three years from the effective date of the coverage with respect to which any claim is made no misstatement of any employee eligible for coverage under the Policy, except a fraudulent misstatement, made in an application under the Policy shall be used to deny a claim for loss incurred or disability (as defined in the Policy) commencing after expiration of such three years.

Notice of Claim: When should We be notified of a claim?

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to Us at our offices in Hartford, Connecticut, or to any of our authorized agents, with information sufficient to identify the insured, shall be deemed notice to the insurer.

Claim Forms: Are special forms required to file a claim?

We will, upon receipt of written claim notice, furnish to You such forms as are usually furnished by us for filing proof of loss. If such forms are not furnished within 15 days after We receive written notice of claim You shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss: When must proof of loss be given?

Written proof of loss must be furnished to the insurer in case of a claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Physical Examinations and Autopsy: What additional proof of Disability are We entitled to?

At Our own expense, We shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as We may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

Payment of Claims: Who gets the benefit payments?

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any indemnity of the policy shall be payable to Your estate or to a person or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity up to an amount not exceeding \$1000.00 to any relative by blood or connection by marriage of such person or beneficiary whom We deem to be equitably entitled thereto. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

Time Payment of Claims: When are payment checks issued?

Indemnities payable under the policy for any loss other than loss for which the policy provides periodic payments will be paid as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which the policy provides periodic payment will be paid on a weekly basis and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

What notification will You receive if Your claim is denied?

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the policy provisions on which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

What recourse do You have if Your claim is denied?

On any claim, the claimant or His representative must appeal to Us for a full and fair review.

1. You must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires a determination of disability, or
 - b) 60 days of receipt of claim denial for all other claims; and
2. You may request copies of all documents, records, and other information relevant to Your claim; and
3. You may submit written comments, documents, records, and other information relating to Your claim.

We will respond to You in writing with our final decision on Your claim.

Legal Action: When can legal action be started?

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

What are our subrogation rights?

If You:

1. suffer a Disability because of the act or omission of a third party;
2. become entitled to and are paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. do not initiate legal action for the recovery of such benefits from the third party in a reasonable period of time,

then we will be subrogated to any rights You may have against the third party and may, at our option, bring legal action to recover any payments made by us in connection with the Disability.

Must You apply for Social Security Disability Benefits?

We may require that You apply for Social Security Disability Benefits if it appears that Your Disability may meet the minimum duration required to qualify for such benefits. If the Social Security Administration denies Your eligibility for any such benefits, You will be required to follow the process established by the Social Security Administration to reconsider the denial and, if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

How will We Determine Your Eligibility for Benefits?

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your eligibility for benefits for any claim You make on The Policy. We will:

- 1) obtain, with Your cooperation and authorization if required by law, only such information that is necessary to evaluate Your claim and decide whether to accept or deny Your claim for benefits. We may obtain this information from Your Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your option and at Your expense, You may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your choice. You should provide Us with all information that You want Us to consider regarding Your claim;
- 2) consider and interpret The Policy and all information obtained by Us and submitted by You that relates to Your claim for benefits and make Our determination Your eligibility for benefits based on that information and in accordance with the Policy and applicable law;
- 3) if We approve Your claim, We will review Our decision to approve Your claim for benefits as often as is reasonably necessary to determine Your continued eligibility for benefits;
- 4) if We deny Your claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with the Policy as described in the provision entitled "What notification will You receive if Your claim is denied?"

In the event We deny Your claim for benefits, in whole or in part, You can appeal the decision to Us. If You choose to appeal Our decision, the process You must follow is set forth in The Policy provision entitled "What recourse do You have if Your claim is denied?" If You do not appeal the decision to Us, then the decision will be Hartford's final decision.

DEFINITIONS

The terms listed will have these meanings:

Active Full-time Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. Such employee must work the number of hours in the Employer's normal work week. This must be at least the number of hours for Full-time Employment shown in the Schedule of Insurance.

Actively at Work

You will be considered to be actively at work with the Employer on a day which is one of the Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on a Full-time basis on that day. You will be deemed to be actively at work on a day which is not one of the Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

Current Weekly Earnings means the weekly earnings You receive from work You perform for Your Employer or for another employer with whom You became employed after Your Disability commenced.

Employer means the Policyholder.

Mental Illness means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations or psychological, behavioral or emotional disorders, but excluding demonstrable structural brain damage.

Other Income Benefits mean the amount of any benefit for loss of income, provided to You as a result of the Disability for which You are claiming benefits under this plan. This includes any such benefits that are paid to You or to a third party on Your behalf. This includes the amount of any benefit for loss of income from:

1. the United States Social Security Act, Civil Service Retirement System, the Railroad Retirement Act, the Jones Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that You are eligible to receive because of Your Disability;
2. the Veteran's Administration or any other governmental agency for the same Disability;
3. any governmental law or program that provides disability benefits as a result of Your job with the Employer;
4. salary continuation or sick pay;
5. the portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings;
6. any temporary disability benefits under a workers' compensation law, occupational disease law, or similar law.

Other Income Benefits also means the amount of any benefit for loss of income, provided to Your family from the United States Social Security Act, The Railroad Retirement Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that Your family is eligible to receive as a result of the Disability for which You are claiming benefits under this plan.

You will not be required to claim any retirement benefits which You may only get on a reduced basis.

Any general increase in benefits required by law that You are entitled to receive under any Federal Law will not reduce the Short Term Disability Benefit payable for a period of Total Disability that began prior to the date of such increase.

If You are paid Other Income Benefits in a lump sum, We will pro rate the lump sum:

1. over the period of time it would have been paid if not paid in a lump sum; or
2. if such period of time cannot be determined over a period of 26 weeks.

We may require:

1. Your signed statement identifying all Other Income Benefits; and
2. proof that You and Your family have duly applied for all Other Income Benefits We reasonably believe You or Your family are entitled to or eligible to receive as a result of the Disability for which You are claiming benefits under this plan.

You will be required to apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You will be required to apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals if such action can reasonably be expected to result in an award.

If You are eligible for benefits under The Canadian Pension Plan, The Quebec Pension Plan, Railroad Retirement Act, or other similar government plan You will be required to apply for such benefits if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits You are eligible to receive with reasonable diligence.

If Your disability was caused by a work injury, You will be required to apply for Workers' Compensation benefits with Your employer if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits with reasonable diligence.

If You are eligible for benefits from California State Disability Insurance or disability insurance from another state, You will be required to apply for California State Disability Insurance or disability insurance from another state if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits with reasonable diligence.

We will use any reasonable means to estimate the amount of Other Income Benefits payable under the Social Security Administration's Disability Income Program, the Canadian Pension Plan, The Quebec Pension Plan or any similar plan or act if We reasonably believe You or Your family are entitled or eligible to receive them but You or Your family have not applied; or failed to pursue them with reasonable diligence; or You have failed to provide Us with proof that You or Your family have applied for and reasonably pursued these benefits. We will deduct the estimated amount of this benefit from Your Weekly Benefit payable under this plan even if You or Your family are not receiving these benefits.

We will use any reasonable means to estimate the amount of temporary disability benefits payable to You under a workers compensation law or any other occupational disease law or similar act; or the amount of benefits payable to You under any statutory benefit law, plan or act if We reasonably believe You are entitled or eligible to receive them but You have not applied; or failed to pursue them with reasonable diligence; or failed to provide Us with proof that You have applied for and reasonably pursued these benefits. We will deduct the estimated amount of these benefits from Your Weekly Benefit payable under this plan even if You are not receiving these benefits.

Physician means a practitioner of a healing art, which we are required by law to recognize, who is properly licensed, and practicing within the scope of that license.

Prior Plan means the short term disability plan carried by the Employer on the day before the Plan Effective Date.

Partial Disability or Partially Disabled means that You are not Totally Disabled and, while actually working in an occupation, as a result of sickness or injury You are unable to engage with reasonable continuity in that or any other occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life and physical and mental capacity.

Sickness vs. Accident

A Disability shall be deemed to be caused by sickness, and not by accident, if:

1. it is caused or contributed to by:
 - a) any condition, disease or disorder of the body or mind;
 - b) any infection, except a pus-forming infection of an accidental cut or wound;
 - c) hernia of any type unless it is the immediate result of an accidental injury covered by this plan;
 - d) any disease of the heart;
 - e) Mental Illness;
 - f) Substance Abuse;
 - g) pregnancy;
 - h) any medical treatment for items (a) through (g) above; or
2. it is caused directly or indirectly by accident, but commences more than 30 days after the date of the accident.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

Total Disability or Totally Disabled means that as a result of sickness or injury You are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue Your usual occupation in the usual or customary way.

Substantial and Material Acts means acts that are normally required for the performance of Your usual occupation and cannot be reasonably omitted or modified.

We, us or our means the Hartford Life and Accident Insurance Company.

Weekly Earnings means your usual weekly rate of pay, including commissions and bonuses received from the Employer, but not:

1. overtime pay; or
2. any fringe benefit or extra compensation.

Bonuses will be averaged as follows:

1. over the most recent 36 month period prior to the date your disability began; or
2. over the number of calendar months you worked for the Employer prior to becoming Disabled, if you have worked for the Employer at least 6 months but less than 36 months; or
3. bonuses will not be included if you have worked for the Employer less than 6 months.

Commissions will be averaged as follows:

1. over the most recent 12 month period prior to the date your disability began; or
2. over the number of calendar months you worked for the Employer prior to becoming Disabled, if you have worked for the Employer at least 6 months but less than 12 months; or
3. commissions will not be included if you have worked for the Employer less than 6 months.

If you become Disabled, your Weekly Earnings will be the rate in effect on your last day as an Active Full-time Employee before becoming Totally Disabled.

You or **your** means the insured person to whom this Booklet-certificate is issued.

TABLE OF CONTENTS

Group Long Term Disability Benefits

	PAGE
CERTIFICATE OF INSURANCE.....	18
SCHEDULE OF INSURANCE	19
Must You contribute toward the cost of coverage?.....	19
Who is eligible for coverage?.....	19
When will You become eligible? (Eligibility Waiting Period).....	19
ELIGIBILITY AND ENROLLMENT.....	20
When does Your coverage start?.....	21
When will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?.....	21
BENEFITS.....	22
When do benefits become payable?.....	22
When will benefit payments terminate?.....	22
What happens if You return to work but become Disabled again?.....	23
CALCULATION OF MONTHLY BENEFIT.....	23
Family Care Credit Benefit.....	25
Cost-of-Living Adjustment.....	25
Survivor Income Benefit.....	26
Workplace Modification Benefit.....	26
PRE-EXISTING CONDITIONS LIMITATIONS.....	27
EXCLUSIONS	28
What Disabilities are not covered?.....	28
TERMINATION	28
When does Your coverage terminate?	28
Does Your coverage continue if Your employment terminates because You are Disabled?.....	29
GENERAL PROVISIONS.....	30
DEFINITIONS.....	32
STATUTORY PROVISIONS.....	61
ERISA.....	71

PS-M-90

INSURER INFORMATION NOTICE

NOTICE REQUIREMENT

IF YOU HAVE A COMPLAINT, AND CONTACTS BETWEEN YOU AND THE INSURER OR AN AGENT OR OTHER REPRESENTATIVE OF THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM, THEN YOU MAY CONTACT:

**STATE OF CALIFORNIA INSURANCE DEPARTMENT
CONSUMER COMMUNICATIONS BUREAU
300 SOUTH STREET, SOUTH TOWER
LOS ANGELES, CA 90013**

1-800-927-HELP

THE HARTFORD'S ADDRESS AND TOLL-FREE NUMBER IS:

**THE HARTFORD GROUP BENEFIT'S DIVISION
POLICYHOLDER SERVICES, P.O. BOX 2999
HARTFORD, CT 06104-2999
TELEPHONE: 1-800-572-9047**



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Hartford, Connecticut
(Herein called Hartford Life)

CERTIFICATE OF INSURANCE

Under
The Group Insurance Policy
as of the Effective Date
Issued by
HARTFORD LIFE
to
The Policyholder

This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the employees of the Policyholder who:

- are eligible for the insurance;
 - become insured; and
 - continue to be insured;
- according to the terms of the Policy.

The terms of the Group Insurance Policy which affect an employee's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

Terence Shields, Secretary

Michael Concannon, Executive Vice President

SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

Policyholder: IMPERIAL CAPITAL, LLC AND AFFILIATES ICGH, LLC AND ICAM, LLC

Group Insurance Policy: GLT-872856

Plan Effective Date: January 1, 2013

THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF MAY 1, 2014.

This plan of Long Term Disability Insurance provides You with long term income protection if You become Disabled from a covered injury, sickness, Mental Illness, Substance Abuse or pregnancy. Where used in this contract, the term Disabled or Disability shall mean Total Disability or Partial Disability as defined in the Definitions Section of the Certificate.

Must You contribute toward the cost of coverage?

Your Employer is paying for the cost of Your coverage and has decided to include that cost in Your gross income on IRS Form W-2, unless You affirmatively elect otherwise prior to the beginning of a new plan year.

Who is eligible for coverage?

Eligible Class(es):

All Active full-time Employees who are:

- 1) citizens or legal residents of the United States working in the United States, its territories or protectorates;
- 2) Expatriates and Third-country Nationals; or
- 3) citizens or legal residents of Canada, as approved by Us, living and working in Canada;
excluding
 - 1) temporary, leased or seasonal Employees; and
 - 2) any Employee living or working in a country:
 - a) subject to a sanctions program administered by the United States Treasury Office of Foreign Asset Control;
or
 - b) not meeting our underwriting criteria.

Expatriate means a citizen or legal resident of the United States living and working on temporary assignment outside of the United States, its territories and protectorates.

Third-Country National means a person who is a citizen of a country other than the United States who is living and working outside of the country of which he or she is a citizen.

Full-time Employees: 30 hours weekly

Maximum Monthly Benefit: \$10,000

Minimum Monthly Benefit: \$100

Benefit Percentage: 60%

When will You become eligible? (Eligibility Waiting Period)

You will be eligible for coverage on the first day of the month coincident with or next following the date on which You complete a waiting period of 30 days of continuous service.

The waiting period will be reduced by the period of time You were an Active Full-time Employee with the Employer under the Prior Plan.

The Elimination Period is the period of time You must be Disabled before benefits become payable. It is the last to be satisfied of the following:

1. the first 180 consecutive day(s) of any one period of Disability; or
2. with the exception of benefits required by state law, the expiration of any Employer sponsored short term disability benefits or salary continuation program.

MAXIMUM DURATION OF BENEFITS TABLE

Age When Disabled	Benefits Payable
Prior to Age 63	To Normal Retirement Age or 42 months, if greater
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

Year of Birth	Normal Retirement Age
1937 or before	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

The above table shows the maximum duration for which benefits may be paid. All other limitations of the plan will apply.

ELIGIBILITY AND ENROLLMENT

Who are Eligible Persons?

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

When will You become eligible?

You will become eligible for coverage on either:

1. the Plan Effective Date, if You have completed the Eligibility Waiting Period; or if not
2. the date on which You complete the Eligibility Waiting Period.

See the Schedule of Insurance for the Eligibility Waiting Period.

How do You enroll?

Eligible Persons will be enrolled automatically by the Employer.

WHEN COVERAGE STARTS**When does Your coverage start?**

If You are not required to contribute toward the plan's cost, Your coverage will start on the date You become eligible.

DEFERRED EFFECTIVE DATE**When will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?**

If You are absent from work due to:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental Illness; or
5. Substance Abuse,

on the date Your insurance or increase in coverage would otherwise have become effective, Your effective date will be deferred. Your insurance, or increase in coverage will not become effective until You are Actively at Work for one full day.

CHANGES IN COVERAGE**Do coverage amounts change if there is a change in Your class or Your rate of pay?**

Your coverage may increase or decrease on the date there is a change in Your class or Monthly Rate of Basic Earnings. However, no increase in coverage will be effective unless on that date You:

1. are an Active Full-time Employee; and
2. are not absent from work due to being Disabled.

If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Rate of Basic Earnings will become effective until the date we receive notice of the change.

What happens if the Employer changes the plan?

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, subject to the Deferred Effective Date provision.

BENEFITS

When do benefits become payable?

You will be paid a monthly benefit if:

1. You become Disabled while insured under this plan;
2. You are Disabled throughout the Elimination Period;
3. You remain Disabled beyond the Elimination Period;
4. You are, and have been during the Elimination Period, under the Regular Care of a Physician; and
5. You submit proof of loss.

Benefits accrue as of the first day after the Elimination Period and are paid monthly.

Loss of License: Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation alone, does not mean that You are Disabled. However, information relating to Your loss of license supporting Your claim for benefits may be submitted as part of Your proof of Loss.

When will benefit payments terminate?

We will terminate benefit payment on the first to occur of:

1. the date You are no longer Disabled as defined;
2. the date You fail to furnish Proof of Loss, when requested by us;
3. the date You are no longer under the Regular Care of a Physician, or refuse our request that You submit to an examination by a Physician;
4. the date You die;
5. the date determined from the Maximum Duration of Benefits Table shown in the Schedule of Insurance;
6. the date no further benefits are payable under any provision in this plan that limits benefit duration; or
7. the date You refuse to cooperate with or try:
 - a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or
 - d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation,

provided a qualified Physician agrees that such modifications or adaptive equipment accommodate Your medical limitation; or

8. the date You refuse to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition.

MENTAL ILLNESS AND SUBSTANCE ABUSE BENEFITS

Are benefits limited for Mental Illness or Substance Abuse?

If You are Disabled because of:

1. Mental Illness that results from any cause;
2. any condition that may result from Mental Illness;
3. alcoholism; or
4. the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance,

then, subject to all other Policy provisions, benefits will be payable:

1. only for so long as You are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
2. when You are not so confined, a total of 24 months for all such Disabilities during Your lifetime.

RECURRENT DISABILITY

What happens if You return to work but become Disabled again?

Attempts to return to work as an Active Full-time Employee during the Elimination Period will not interrupt the Elimination Period, provided no more than 30 such return-days are taken.

Any day You were Actively at Work will not count towards the Elimination Period.

After the Elimination Period, when a return to work as an Active Full-time Employee is followed by a recurrent Disability, and such Disability is:

1. due to the same cause; or
2. due to a related cause; and
3. within 6 month(s) of the return to work,

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided the Group Insurance Policy remains in force.

If You return to work as an Active Full-time Employee for 6 month(s) or more, any recurrence of a Disability will be treated as a new Disability. A new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits. The Elimination Period and Maximum Duration of Benefits Table are in the Schedule of Insurance. The term "Period of Disability" as used in this provision means a continuous length of time during which You are Disabled under this plan.

CALCULATION OF MONTHLY BENEFIT

How are benefits calculated for Disability?

If You are Disabled after the Elimination Period, Your Monthly Benefits will be calculated as follows:

1. multiply Your Pre-disability Earnings by the Benefit Percentage shown in the Schedule of Insurance;
2. identify the Maximum Benefit shown in the Schedule of Insurance; and
3. compare the amounts determined in items (1) and (2) above, and from the lesser amount subtract:
 - a) all Other Income Benefits; and
 - b) Current Monthly Earnings.

The result is Your Monthly Benefit. Your Monthly Benefit, however, will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

If a reduction to Your Monthly Benefit is applied for Current Monthly Earnings, we will adjust your Pre-disability Earnings for inflation annually by the percentage change in the Consumer Price Index (CPI-W) prior to taking that reduction. The adjustment will be made January 1st each year after you have been Disabled for 12 consecutive months, and if you are receiving benefits at the time the adjustment is made.

For the first 12 months that benefits are payable while working, We will only reduce Your Monthly Benefit by that amount of Your Current Monthly Earnings, which when combined with Your Monthly Benefit amount exceed 100% of Your Indexed Pre-disability Earnings. After 12 months We will subtract 50% of Your Current Monthly Earnings.

How is the benefit calculated for a period of less than a month?

If a Monthly Benefit is payable for less than a month, we will pay 1/30 of the Monthly Benefit for each day you were Disabled.

RETURN TO WORK INCENTIVE

How are benefits calculated if You return to limited duties during or following the Elimination Period?

For the first 12 months of a period of Partial Disability, Your Monthly Benefit will be calculated as follows:

- 1) Multiply Your Indexed Pre-disability Earnings by the Benefit Percentage;
- 2) Compare the result with the Maximum Benefit; and
- 3) From the lesser amount, deduct Other Income Benefits.

This is Your Monthly Benefit.

Your Monthly Benefit will be reduced by the amount of Your Current Monthly Earnings, which when combined with Your Monthly Benefit amount exceed 100% of Your Indexed Pre-disability Earnings.

How are benefits calculated after the 12th Monthly Benefit has been paid?

After 12 months of benefit have been paid to You for Partial Disability and for any remaining or additional periods of Partial Disability, Your Monthly Benefit will be calculated as follows:

- 1) Multiply Your Indexed Pre-disability Earnings by the Benefit Percentage;
- 2) Compare the result with the Maximum Benefit; and
- 3) From the lesser amount, deduct Other Income Benefits and 50% of Your Current Monthly Earnings.

The result is Your Monthly Benefit.

Your Monthly Benefit, however, will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

How is the benefit calculated for a period of less than a month?

If a Monthly Benefit is payable for less than a month, we will pay 1/30 of the Monthly Benefit for each day you were Disabled.

Benefit Percentages and Maximum Benefits are shown in the Schedule of Insurance.

**VOCATIONAL REHABILITATION/
REHABILITATIVE EMPLOYMENT**

What Vocational Rehabilitative services are available?

Vocational Rehabilitation means employment or services that prepare You, if Disabled, to resume gainful work. If You are Disabled, our Vocational Rehabilitative Services may help prepare You to resume gainful work.

Our Vocational Rehabilitative Services include, when appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. work-place modification, to the extent not otherwise provided;
4. prosthesis; or
5. job placement.

Rehabilitative Employment means employment that is part of a program of Vocational Rehabilitation. Any program of Rehabilitative Employment must be approved, in writing, by us.

Do earnings from Rehabilitative Employment affect the Monthly Benefit?

If You are Disabled and are engaged in an approved program of Rehabilitative Employment, For the first 12 months that benefits are payable to You under this provision, the sum of Your Monthly Benefit and Your earnings received from Rehabilitative Employment may not exceed 100 % of Your Indexed Pre-disability Earnings. If it does, the Monthly Benefit will be reduced by the amount of excess. We will deduct any Other Income Benefits from the Monthly Benefit payable to You under this provision.

After 12 months of benefits have been paid under this provision, Your Monthly Benefit will be:

1. the Monthly Benefit amount payable for Total Disability; but
2. reduced by Other Income Benefits and 50% of the income received from each month of such Rehabilitative Employment

FAMILY CARE CREDIT BENEFIT

What if You must incur expenses for Family Care Services in order to participate in a program of Rehabilitative Employment?

If You are working as part of a program of Rehabilitative Employment, we will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from Rehabilitative Employment, subject to the following limitations:

1. Family Care means the care or supervision of:
 - a) Your children under age 13; or
 - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
2. the maximum monthly deduction allowed for each qualifying child or family member is:
 - a) \$350 during the first 12 months of Rehabilitative Employment; and
 - b) \$175 thereafter,but in no event may the deduction exceed the amount of Your monthly earnings;
3. Family Care Credits may not exceed a total of \$2,500 during a calendar year;
4. the deduction will be reduced proportionally for periods of less than a month;
5. the charges for Family Care must be documented by a receipt from the caregiver;
6. the credit will cease on the first to occur of the following:
 - a) You are no longer in a program of Rehabilitative Employment; or
 - b) Family Care Credits for 24 months have been deducted during Your Disability; and
7. no Family Care provided by an immediate relative of the family member receiving the care will be eligible as a deduction under this provision. An immediate relative is a spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Your net earnings after deducting your Family Care Credit will be used to determine your net Monthly Benefit according to the Rehabilitative Employment provision. The sum of your net Monthly Benefit and gross income from Rehabilitative Employment, before deducting your Family Care Credit, may not exceed 100% of your Indexed Pre-disability Earnings. If it does, the net Monthly Benefit will be reduced by the amount of the excess.

COST-OF-LIVING ADJUSTMENT

How do benefits keep abreast of inflation?

Your Monthly Benefit for Total Disability may increase in accordance with the Cost-of-Living formula described below. The Cost-of-Living Adjustment is made each year on January 1st. Your Monthly Benefit may increase under this formula provided You:

1. have been Disabled for 12 consecutive months; and
2. are receiving benefits when the Cost-of-Living Adjustment is made.

What is the Cost-of-Living Formula?

To apply the Cost-of-Living Formula:

1. determine the lesser of:
 - a) 3%; or
 - b) 1/2 the percentage change in the Consumer Price Index;
2. multiply the resulting percentage (%) times the Monthly Benefit for Disability being received; and
3. add the resulting amount to Your Monthly Benefit.

How long will Cost-of-Living Adjustments continue?

No Cost-of-Living Adjustment will be made after You cease to be Disabled or You have received 5 adjustments.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, we may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W.

"Totally Disabled," when used in this benefit, means that because of being Disabled, Your Current Monthly Earnings are less than 20% of Your Pre-disability Earnings.

SURVIVOR INCOME BENEFIT

Will Your survivors receive a benefit if You should die while receiving Disability Benefits?

If You die while receiving benefits under this plan, a Survivor Benefit will be payable to:

1. Your surviving Spouse;
2. Your surviving Child(ren), in equal shares, if there is no surviving Spouse; or
3. Your estate, if there is no surviving Spouse or Child.

If a minor Child is entitled to benefits, we may, at our option, make benefit payments to the person caring for and supporting the Child until a legal guardian is appointed.

The Benefit is one payment of an amount that is 3 times the lesser of:

1. Your Monthly Benefit multiplied by the Benefit Percentage; or
2. the Maximum Monthly Benefit shown in the Schedule of Insurance.

The following terms apply to this Benefit:

1. "Spouse" means Your wife or husband who:
 - a) is mentally competent; and
 - b) was not legally separated from You at the time of Your death.
2. "Child" means your son or daughter under age 21 who is dependent on you for financial support.

Surviving Child(ren) includes children of Your California registered domestic partner.

With respect to California residents only, "Spouse" will include an individual who is in a registered domestic partnership with the employee in accordance with California law. Reference in this form to an employee's marriage or divorce shall include his or her registered domestic partnership or dissolution of his or her registered domestic partnership.

WORKPLACE MODIFICATION BENEFIT

Will our Rehabilitation program provide for modifications to the workplace to accommodate a Disabled employee's return to work?

We will reimburse Your Employer for the expense of reasonable modifications to Your workplace to accommodate Your Disability and enable You to return to work as an Active Full-time Employee. To qualify for this benefit:

1. Your Disability must be covered by this plan;
2. the Employer must agree to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the essential duties of Your job; and
3. any proposed modifications must be approved in writing by us.

Benefits paid for such workplace modification shall not exceed the amount equal to Your Pre-disability Earnings multiplied by the Benefit Percentage.

We have the right, at our expense, to have You examined or evaluated by:

1. a physician or other health care professional; or
2. a vocational expert or rehabilitation specialist,

of our choice so that we may evaluate the appropriateness of any proposed modification.

The Employer's costs for approved modifications will be reimbursed after:

1. the proposed modifications made on Your behalf are complete;
2. we have been provided written proof of the expenses incurred to provide such modification; and
3. You have returned to work as an Active Full-time Employee.

This Workplace Modification benefit will not be payable if:

1. the Employer does not incur any cost in making the modification;
2. we have not given written approval of the modification prior to expenses being incurred; or
3. You become self-employed, or return to work for another employer.

Workplace Modification means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of this plan.

PRE-EXISTING CONDITIONS LIMITATIONS

Are there any limitations on coverage?

This policy will not provide coverage for any period of Disability beginning within the first 12 months of the effective date of Your coverage under this policy if the period of Disability is caused by or substantially contributed to by a Pre-existing condition or the medical or surgical treatment of a Pre-existing condition.

You have a Pre-existing condition if:

1. You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 3 months immediately prior to the effective date of coverage under this Policy; or
2. You suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in Your application, and:
 - a. for which You received a physician's advise or treatment within 3 months before the date of Your coverage under this policy; or
 - b. which caused symptoms within 3 months before the date of issue for which a prudent person would usually seek medical advice or treatment.

CONTINUITY FROM A PRIOR PLAN

Is there continuity of coverage from a Prior Plan?

If you were:

1. insured under the Prior Plan;
2. Actively at Work; and
3. not eligible to receive benefits under the Prior Plan,

on the day before the Plan Effective Date, the Deferred Effective Date provision will not apply to you.

If you become insured under the Group Insurance Policy on the Plan Effective Date and were covered under the Prior Plan on the day before the Plan Effective Date, the Pre-existing Conditions Limitation will cease to apply on the first to occur of the following dates:

1. the Plan Effective Date, if your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Plan; or
2. if your coverage was limited by a pre-existing condition restriction under the Prior Plan, the date the restriction would have ceased to apply had the Prior Plan remained in force.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the previous paragraph will be the lesser of:

1. the Monthly Benefit which was paid by the Prior Plan; or
2. the Monthly Benefit provided by this plan.

No payment shall be made after the earlier to occur of:

1. the date payments would have ceased under the Prior Plan; or
2. the date payments cease under this plan.

If you received Monthly Benefits for Disability under the Prior Plan, and:

1. you returned to work as an Active Full-time Employee before the Effective Date of this plan;
2. within 6 months of the return to work, you have a recurrence of the same Disability under this plan; and
3. there are no benefits available for the recurrence under the Prior Plan,

the Elimination Period of this plan, which would otherwise apply to the recurrence, will be waived if the recurrence would have been covered without any further Elimination Period under the Prior Plan had it remained in force.

EXCLUSIONS

What Disabilities are not covered?

The plan does not cover, and no benefit shall be paid for any Disability:

1. unless You are under the Regular Care of a Physician;
2. that is caused or contributed to by war or act of war (declared or not);
3. caused by Your commission of or attempt to commit a felony, or to which a contributing cause was Your being engaged in an illegal occupation;
4. caused or contributed to by an intentionally self-inflicted injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

1. was sponsored by the Employer; and
2. was terminated before the Effective Date of this plan,

no benefits will be payable for the Disability under this plan.

TERMINATION

When does Your coverage terminate?

You will cease to be covered on the earliest to occur of the following dates:

1. the date the Group Insurance Policy terminates;
2. the date the Group Insurance Policy no longer insures Your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which You make any required premium contribution, if You fail to make any further required contribution;
5. the date You cease to be an Active Full-time Employee in an eligible class including:
 - a) temporary layoff;
 - b) leave of absence; or
 - c) a general work stoppage (including a strike or lockout); or
6. the date Your Employer ceases to be a Participant Employer, if applicable.

May coverage be continued during a temporary layoff?

If You are temporarily laid off, the Employer may continue Your insurance for 1 month(s) following the month coverage would have terminated subject to the following:

1. the required premium must be paid;
2. Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before said layoff commenced; and
3. such continuation will cease immediately if one of the following events should occur:
 - a) the layoff becomes permanent;
 - b) the termination of the Group Insurance Policy;
 - c) non-payment of premium when due by the Policyholder or You;
 - d) the Group Insurance Policy no longer insures Your class; or
 - e) Your Employer ceases to be a Participant Employer, if applicable.

May coverage be continued during a leave of absence?

If You are granted a leave of absence, the Employer may continue Your insurance for 1 month(s) following the month coverage would have terminated subject to the following:

1. the leave authorization is in writing or is documented as a leave for military purposes;
2. the required premium must be paid;
3. Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
 - a) the leave terminates prior to the agreed upon date;
 - b) the termination of the Group Insurance Policy;
 - c) non-payment of premium when due by the Policyholder or You;
 - d) the Group Insurance Policy no longer insures Your class; or
 - e) Your Employer ceases to be a Participant Employer, if applicable.

Does Your coverage continue if Your employment terminates because You are Disabled?

If You are Disabled and You cease to be an Active Full-time Employee, Your insurance will be continued:

1. during the Elimination Period while You remain Disabled by the same Disability; and
2. after the Elimination Period for as long as You are entitled to benefits under the Policy.

Must premiums be paid during a Disability?

No premium will be due for You:

1. after the Elimination Period; and
2. for as long as benefits are payable.

Do benefits continue if the plan terminates?

If You are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as You remain Disabled by the same Disability; but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination for any reason of the Group Insurance Policy will have no effect on our liability under this provision.

May coverage be continued during a family or medical leave?

If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, Your Employer may continue Your insurance for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by state law, following the date Your coverage would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for You must be paid;
3. Your benefit level, or the amount of earnings upon which Your benefit may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
 - a) the leave terminates prior to the agreed upon date;
 - b) the termination of the Group Insurance Policy;
 - c) non-payment of premium when due by the Policyholder or You;
 - d) the Group Insurance Policy no longer insures Your class; or
 - e) Your Employer ceases to be a Participant Employer, if applicable.

GENERAL PROVISIONS

Time Limits on Certain Defenses: What happens if facts are misstated?

After three years from the date of issue of this Policy, no misstatement of the employer, except a fraudulent misstatement made in the application shall be used to void the Policy; and after three years from the effective date of the coverage with respect to which any claim is made no misstatement of any employee eligible for coverage under the Policy, except a fraudulent misstatement, made in an application under the Policy shall be used to deny a claim for loss incurred or disability (as defined in the Policy) commencing after expiration of such three years.

No claim for loss incurred or disability (as defined in the Policy) commencing after three years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of coverage with respect to which the claim is made.

Notice of Claim: When should We be notified of a claim?

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to Us at our offices in Hartford, Connecticut, or to any of our authorized agents, with information sufficient to identify the insured, shall be deemed notice to the insurer.

Claim Forms: Are special forms required to file a claim?

We will, upon receipt of written claim notice, furnish to You such forms as are usually furnished by us for filing proof of loss. If such forms are not furnished within 15 days after We receive written notice of claim You shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss: When must proof of Disability be given?

Written proof of loss must be furnished to Us at our offices in Hartford, Connecticut in case of a claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Physical Examinations and Autopsy: What additional proof of Disability are We entitled to?

At Our Own expense, We shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as We may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

Time Payment of Claims: When are payment checks issued?

Indemnities payable under the policy for any loss other than loss for which the policy provides periodic payments will be paid as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which the policy provides periodic payment will be paid on a monthly basis and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

Payment of Claims: Who gets the benefit payments?

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any indemnity of the policy shall be payable to Your estate or to a person or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity up to an amount not exceeding \$1000.00 to any relative by blood or connection by marriage of such person or beneficiary whom We deem to be equitably entitled thereto. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

What notification will You receive if Your claim is denied?

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the Policy provisions on which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

What recourse do You have if Your claim is denied?

On any claim, the claimant or His representative must appeal to Us for a full and fair review.

1. You must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires a determination of disability, or
 - b) 60 days of receipt of claim denial for all other claims; and
2. You may request copies of all documents, records, and other information relevant to Your claim; and
3. You may submit written comments, documents, records, and other information relating to Your claim.

We will respond to You in writing with our final decision on Your claim.

Legal Action: When can legal action be started?

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

What happens if benefits are overpaid?

An overpayment occurs when it is determined that the total amount we have paid in benefits is more than the amount that was due to You under the plan. This includes, but is not limited to, overpayments resulting from:

1. retroactive awards of Other Income Benefits;
2. failure to report, or late notification to us of Other Income Benefits or earned income;
3. misstatement; or
4. an error we may make.

We have the right to recover from You any amount that is an overpayment of benefits under this plan. You must refund to us the overpaid amount. We may also, without forfeiting our right to collect an overpayment through any means legally available to us, recover all or any portion of an overpayment by reducing or withholding future benefit payments, including the Minimum Monthly Benefit.

What are our subrogation rights?

If an Insured Person:

1. suffers a Disability because of the act or omission of a third party;
2. becomes entitled to and is paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. does not initiate legal action for the recovery of such benefits from the third party in a reasonable period of time;

then we will be subrogated to any rights the Insured Person may have against the third party and may, at our option, bring legal action to recover any payments made by us in connection with the Disability.

How will We Determine Your Eligibility for Benefits?

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your eligibility for benefits for any claim You make on The Policy. We will:

- 1) obtain, with Your cooperation and authorization if required by law, only such information that is necessary to evaluate Your claim and decide whether to accept or deny Your claim for benefits. We may obtain this information from Your Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your option and at Your expense, You may provide Us and We will consider any other

- information, including but not limited to, reports from a Physician or other expert of Your choice. You should provide Us with all information that You want Us to consider regarding Your claim;
- 2) consider and interpret The Policy and all information obtained by Us and submitted by You that relates to Your claim for benefits and make Our determination Your eligibility for benefits based on that information and in accordance with the Policy and applicable law;
 - 3) if We approve Your claim, We will review Our decision to approve Your claim for benefits as often as is reasonably necessary to determine Your continued eligibility for benefits;
 - 4) if We deny Your claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with the Policy as described in the provision entitled "What notification will You receive if Your claim is denied?"

In the event We deny Your claim for benefits, in whole or in part, You can appeal the decision to Us. If You choose to appeal Our decision, the process You must follow is set forth in The Policy provision entitled "What recourse do You have if Your claim is denied?" If You do not appeal the decision to Us, then the decision will be Hartford's final decision.

DEFINITIONS

The terms listed will have these meanings.

Actively at Work

You will be considered to be actively at work with your Employer on a day which is one of your Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on a Full-time basis on that day. You will be deemed to be actively at work on a day which is not one of your Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

Active Full-time Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. The employee must work the number of hours in the Employer's normal work week. This must be at least the number of hours indicated in the Schedule of Insurance.

Any Occupation, if used in this Booklet-certificate, means an occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

Bonuses mean the monthly average of bonuses paid to you by the Employer over the 3 calendar year(s) ending just prior to the date you become Disabled, or over the number of calendar months of employment if less than this period.

Commissions mean the monthly average of commissions paid to you by the Employer over the 12 calendar month period ending just prior to the date you become Disabled, or over the number of calendar months of employment if less than this period.

Current Monthly Earnings means the monthly earnings You receive from work You perform for Your Employer or for another employer with whom You became employed after Your Disability commenced.

Employer means the Policyholder.

Essential Duty means the substantial and material acts that are normally required for the performance of Your Usual Occupation, which cannot reasonably be omitted or modified.

To be at work for the number of hours in Your regularly scheduled workweek is also an Essential Duty.

Your Occupation or Your Usual Occupation, if used in this Booklet-certificate, means any employment, business, trade or profession and the substantial and material acts of the occupation You were regularly performing for Your employer when the disability began. Your Occupation is not necessarily limited to the specific job You performed for Your employer.

Indexed Pre-disability Earnings when used in this policy means Your Pre-disability Earnings adjusted annually by the percentage change in the Consumer Price Index (CPI-W).

The adjustment is made January 1st each year after You have been Disabled for 12 consecutive months, and if You are receiving benefits at the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31st, and the prior year's CPI-W as of July 31st, divided by the prior year's CPI-W.

Mental Illness means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations of psychological, behavioral or emotional disorders, but excluding demonstrable, structural brain damage.

Monthly Benefit means a monthly sum payable to you while you are Disabled, subject to the terms of the Group Insurance Policy.

Monthly Rate of Basic Earnings means your regular monthly rate of pay, including Bonuses and Commissions, from the Employer just prior to the date you become Disabled:

1. including contributions you make through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - b) an executive non qualified deferred compensation arrangement; or
 - c) a salary reduction arrangement under an IRC Section 125 plan; and
2. not including overtime pay or expense reimbursements for the same period as above.

Other Income Benefits mean the amount of any benefit for loss of income, provided to You as a result of the Disability for which You are claiming benefits under this plan. This includes any such benefits that are paid to You or to a third party on Your behalf. This includes the amount of any benefit for loss of income from:

1. the United States Social Security Act, Civil Service Retirement System, the Railroad Retirement Act, the Jones Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that You are eligible to receive because of Your Disability;
2. the Veteran's Administration or any other governmental agency for the same Disability;
3. any governmental law or program that provides disability benefits as a result of Your job with the Employer;
4. salary continuation or sick pay;
5. the portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings;
6. any temporary disability benefits under a workers' compensation law, occupational disease law, or similar law.

Other Income Benefits also means the amount of any benefit for loss of income, provided to Your family from the United States Social Security Act, The Railroad Retirement Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that Your family is eligible to receive as a result of the Disability for which You are claiming benefits under this plan.

You will not be required to claim any retirement benefits which You may only get on a reduced basis.

Any general increase in benefits required by law that You are entitled to receive under any Federal Law will not reduce the Long Term Disability Benefit payable for a period of Total Disability that began prior to the date of such increase.

If You are paid Other Income Benefits in a lump sum, We will pro rate the lump sum:

1. over the period of time it would have been paid if not paid in a lump sum; or
2. if such period of time cannot be determined over a period of 24 months.

We may require:

1. Your signed statement identifying all Other Income Benefits; and
2. proof that You and Your family have duly applied for all Other Income Benefits We reasonably believe You or Your family are entitled to or eligible to receive as a result of the Disability for which You are claiming benefits under this plan.

You will be required to apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You will be required to apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals if such action can reasonably be expected to result in an award.

If You are eligible for benefits under The Canadian Pension Plan, The Quebec Pension Plan, Railroad Retirement Act, or other similar government plan You will be required to apply for such benefits if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits You are eligible to receive with reasonable diligence.

If Your disability was caused by a work injury, You will be required to apply for Workers' Compensation benefits with Your employer if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits with reasonable diligence.

If You are eligible for benefits from California State Disability Insurance or disability insurance from another state, You will be required to apply for California State Disability Insurance or disability insurance from another state if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits with reasonable diligence.

We will use any reasonable means to estimate the amount of Other Income Benefits payable under the Social Security Administration's Disability Income Program, the Canadian Pension Plan, The Quebec Pension Plan or any similar plan or act if We reasonably believe You or Your family are entitled or eligible to receive them but You or Your family have not applied; or failed to pursue them with reasonable diligence; or You have failed to provide Us with proof that You or Your family have applied for and reasonably pursued these benefits. We will deduct the estimated amount of this benefit from Your Monthly Benefit payable under this plan even if You or Your family are not receiving these benefits.

We will use any reasonable means to estimate the amount of temporary disability benefits payable to You under a workers compensation law or any other occupational disease law or similar act; or the amount of benefits payable to You under any statutory benefit law, plan or act if We reasonably believe You are entitled or eligible to receive them but You have not applied; or failed to pursue them with reasonable diligence; or failed to provide Us with proof that You have applied for and reasonably pursued these benefits. We will deduct the estimated amount of these benefits from Your Monthly Benefit payable under this plan even if You are not receiving these benefits.

Physician means a person who is:

1. a doctor of medicine, osteopathy, psychology or other healing art recognized by us;
2. licensed to practice in the state or jurisdiction where care is being given; and
3. practicing within the scope of that license.

Pre-disability Earnings means your Monthly Rate of Basic Earnings in effect on the day before you became Disabled.

Prior Plan means the long term disability insurance carried by the Employer on the day before the Plan Effective Date.

Regular Care of a Physician means you are attended by a Physician, who is not related to you:

1. with medical training and clinical experience suitable to treat your disabling condition; and
2. whose treatment is:
 - a) consistent with the diagnosis of the disabling condition;
 - b) according to guidelines established by medical, research and rehabilitative organizations; and
 - c) administered as often as needed,

to achieve the maximum medical improvement.

Partial Disability or Partially Disabled means You are not Totally Disabled, and while actually working in an occupation, as a result of sickness or injury, You are unable to engage with reasonable continuity in that or any other occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience or station in life, and physical and mental capacity.

Retirement Plan means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:

1. a profit sharing plan;
2. thrift, savings or stock ownership plans;
3. a non-qualified deferred compensation plan; or
4. an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan or 403(b) plan.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

Total Disability or Totally Disabled: means during the Elimination Period and for the next 24 month(s), as a result of injury or sickness, You are unable to perform with reasonable continuity the Essential Duties necessary to pursue Your occupation in the usual or customary way.

After that, as a result of injury or sickness You are unable to engage with reasonable continuity in Any Occupation.

We, us or our means the Hartford Life and Accident Insurance Company.

You, your, Insured Person means the Insured Person to whom this Booklet-certificate is issued.

TABLE OF CONTENTS

Group Life Insurance Benefits

	PAGE
CERTIFICATE OF INSURANCE	38
SCHEDULE OF INSURANCE	39
Who is eligible for coverage?.....	39
When will You become eligible? (Eligibility Waiting Period).....	39
When will You become eligible for Dependent Coverage?.....	39
What is the Guaranteed Issue Amount?.....	40
What is Evidence of Good Health?.....	40
When will Evidence of Good Health be required?.....	40
What Life benefits are available to You?.....	41
What AD&D Benefits are available to You?	41
What reductions in Your coverage will occur due to Your age?	42
What benefits are available to Your Dependents?	42
ELIGIBILITY AND ENROLLMENT	43
Must You contribute toward the cost of coverage?.....	43
What is the Deferred Effective Date provision for employees?.....	44
When does coverage for Your Dependent(s) start?	44
What is the Deferred Effective Date provision for Dependents?	45
When are changes effective?	45
BENEFITS	45
Life Insurance Benefit	45
Accelerated Death Benefit	46
Accidental Death and Dismemberment (AD&D) Benefit.....	47
TERMINATION	52
When does Your coverage terminate?	52
Under what conditions can Your insurance be continued under the continuation provisions?.....	53
When does Dependent Coverage terminate?	55
Under what conditions can Dependent child insurance be continued?	55
PORABILITY	56
CONVERSION PRIVILEGE	57
GENERAL PROVISIONS.....	57
DEFINITIONS	59
STATUTORY PROVISIONS	61
ERISA.....	71

INSURER INFORMATION NOTICE

NOTICE REQUIREMENT

IF YOU HAVE A COMPLAINT, AND CONTACTS BETWEEN YOU AND THE INSURER OR AN AGENT OR OTHER REPRESENTATIVE OF THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM, THEN YOU MAY CONTACT:

**STATE OF CALIFORNIA INSURANCE DEPARTMENT
CONSUMER COMMUNICATIONS BUREAU
300 SOUTH SPRING STREET, SOUTH TOWER
LOS ANGELES, CA 90013**

1-800-927-HELP

THE HARTFORD'S ADDRESS AND TOLL-FREE NUMBER IS:

**THE HARTFORD GROUP BENEFIT'S DIVISION
POLICYHOLDER SERVICES, P.O. BOX 2999
HARTFORD, CT 06104-2999
TELEPHONE: 1-800-572-9047**



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Hartford, Connecticut
(Herein called Hartford Life)

CERTIFICATE OF INSURANCE

Under

The Group Insurance Policy

As of the

Effective Date

Issued by

HARTFORD LIFE

to

The Policyholder

This is to certify that We have issued and delivered the Group Insurance Policy (Policy) to the Policyholder. The Policy insures the Policyholder's employees who:

- are eligible for the insurance;
- become insured; and
- continue to be insured,

according to the terms of the Policy.

EMPLOYEE NAME: _____

SOCIAL SECURITY NUMBER: _____

The terms of the Policy which affect an employee's insurance are summarized in the following pages.

This Certificate of Insurance, and the following pages, will become Your Booklet-certificate. The Booklet-certificate is a part of the Policy. This Booklet-certificate replaces any other which We may have issued to the Policyholder to give to You under the Policy specified herein.

Terence Shields, *Secretary*

Michael Concannon, *Executive Vice President*

Some of the terms used within this Booklet-certificate are capitalized and have special meanings. Please refer to the definitions at the end of this Booklet-certificate when reading about Your benefits.

SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

The Policyholder: IMPERIAL CAPITAL, LLC AND AFFILIATES ICGH, LLC AND ICAM, LLC

The Policy Number: GL-872856

Policy Effective Date: January 1, 2013

THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF MAY 1, 2014.

Anniversary Date: January 1 of each year, beginning in 2015.

Who is eligible for coverage?

Eligible Class(es):

All Active full-time Employees who are:

- 1) citizens or legal residents of the United States working in the United States, its territories or protectorates;
- 2) Expatriates and Third-country Nationals; or
- 3) citizens or legal residents of Canada, as approved by Us, living and working in Canada;
excluding
 - 1) temporary, leased or seasonal Employees; and
 - 2) any Employee living or working in a country:
 - a) subject to a sanctions program administered by the United States Treasury Office of Foreign Asset Control;
or
 - b) not meeting our underwriting criteria.

Expatriate means a citizen or legal resident of the United States living and working on temporary assignment outside of the United States, its territories and protectorates.

Third-Country National means a person who is a citizen of a country other than the United States who is living and working outside of the country of which he or she is a citizen.

All persons who are insured for employee coverage will be eligible for coverage for Dependents.

When will You become eligible? (Eligibility Waiting Period)

You will be eligible for coverage on the first day of the month coincident with or next following the date on which You complete a waiting period of 30 days of continuous service.

The waiting period will be reduced by the period of time You were an Active Full-time Employee with the Employer under the Prior Plan.

When will You become eligible for Dependent Coverage?

You will become eligible for Dependent coverage on the later of:

1. the date You become eligible for employee coverage; or
2. the date You acquire Your first Dependent.

What is the Guaranteed Issue Amount?

This is the Amount of Insurance for which We do not require Evidence of Good Health. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

What is Evidence of Good Health?

Evidence of Good Health is information about a person's health from which We can determine if coverage or increases in coverage will be effective. Information may include questionnaires, physical exams, or written documentation as required by Us.

Inquiries as to the status of Your submission of Evidence of Good Health should be addressed to Your Employer and/or Benefit Administrator. We, Your Employer and/or Benefit Administrator will notify You of approvals. We will notify You, in writing, of any disapprovals.

When will Evidence of Good Health be required?

Evidence of Good Health is required if:

1. You enroll for coverage more than 31 days after the date You are first eligible to do so for any amount of Life Insurance for Yourself or Your Spouse; or for an Amount of Life Insurance in excess of \$15,000 for a Dependent child; or
2. You elect no coverage when eligible to do so and later opt for coverage for any Amount of Life Insurance for Yourself or Your Spouse; or for an Amount of Life Insurance in excess of \$15,000 for a Dependent child.

Evidence of Good Health must be provided at Your own expense.

If Evidence of Good Health is not approved in the situation(s) described above, no coverage, including the Guaranteed Issue Amount, will become effective.

Evidence of Good Health is also required if You elect to increase coverage for Yourself or Your Dependents to any higher option or increment level. This requirement is waived for each of Your Dependent children whose new Amount of Life Insurance is \$15,000 or less.

Evidence of Good Health is also required the first time Your or Your Dependents Amount of Life Insurance would exceed the Guaranteed Issue Amount for any coverage.

If Evidence of Good Health is not approved in this situation, You and Your Dependents are eligible for the amount You requested for which Evidence of Good Health was not required.

Additionally, once approved, Evidence of Good Health will be required again only if Your or Your Dependents Amount of Life Insurance is greater than the Guarantee Issue Amount and You increase Your or Your Dependents coverage election.

Are there exceptions to the Evidence of Good Health requirement for late enrolling Dependents?

This Evidence of Good Health requirement will be waived for Your Dependent spouse and/or Dependent children, if:

1. You do not elect coverage for Your spouse when first eligible to do so, but, within 31 days following the date You acquire Your first child, You elect spouse coverage; or
2. Your spouse and children were previously covered for life benefits provided by Your spouse's employer group plan, and
 - a) Your spouse and children have ceased to be covered under the employer's group plan due to Your spouse's loss of employment or cancellation of that group plan;
 - b) Your spouse and children provide Us with proof of prior coverage, including the date of termination, when applying for Dependent Coverage; and
 - c) coverage with Us is requested within 31 days of Your spouse's loss of coverage.

This Evidence of Good Health requirement will be waived for Dependent children whose Amount of Life Insurance is \$15,000 or less.

Dependents who qualify for this waiver will be subject to all other conditions, restrictions and limitations of the Policy.

AMOUNT OF LIFE INSURANCE
Employee Only

What Life benefits are available to You?

Basic Amount of Life Insurance:

An amount equal to 2 times Your annual rate of basic Earnings, rounded to the next higher multiple of \$1,000, if not already such a multiple, subject to a maximum of \$235,000.

In no event however will Your Basic Amount of Life Insurance be less than \$10,000.

Supplemental Amount of Life Insurance:

- a) a Guaranteed Issue Amount equal to an amount You elect in increments of \$10,000, subject to a maximum of \$80,000 without Evidence of Good Health; or
- b) a maximum amount equal to an amount You elect in increments of \$10,000, subject to a maximum of \$500,000 with Evidence of Good Health.

In no event however will Your Supplemental Amount of Life Insurance be less than \$10,000.

The Amount You elect is indicated on Your group enrollment form.

Your Amount of Life Insurance will be reduced by any life benefit:

1. paid to You under an accelerated death benefit in the Prior Plan; and
2. in force for You under any disability extension provision of the Prior Plan.

If You convert, does it affect the Amount of Life Insurance benefit payable?

The Amount of Life Insurance under the Policy will be reduced by the amount of the individual life insurance issued in accordance with the Conversion Privilege for reasons other than reductions in coverage.

**ACCIDENTAL DEATH, DISMEMBERMENT
AND LOSS OF SIGHT BENEFIT (AD&D)**

What AD&D Benefits are available to You?

Basic Principal Sum:

An amount which equals the Basic Amount of Life Insurance in force for You.

Supplemental Principal Sum:

An amount which equals the Supplemental Amount of Life Insurance in force for You.

What AD&D Benefits are available to Your Spouse?

Supplemental Principal Sum:

An amount equal to the Amount of Supplemental Dependent Life Insurance in force for Spouse.

Although Evidence of Good Health is not required for AD&D benefits, the Principal Sum will not exceed the Amount of Life Insurance for which You are insured.

The Amount You elect is indicated on Your group enrollment form.

REDUCED AMOUNTS OF INSURANCE

With respect to Basic Life:

What reductions in Your coverage will occur due to Your age?

Your Amount of Life Insurance and Principal Sum will decrease on the date You attain any of the ages specified in the following table. The Amount of Life Insurance and Principal Sum in force immediately prior to the first reduction made according to the table below will be reduced by the percentage indicated in the following table.

Additionally, if:

1. You become insured under the Policy; or
2. Your coverage increases,

on or after the date You attain age 65, We reduce the amount of coverage for which You would otherwise be eligible in the same manner.

Age When Reduction Occurs	65	70	75
Percentage by which original amount of coverage will be reduced	35%	50%	65%

Reduced amounts of Life Insurance and Principal Sum will be rounded to the next higher multiple of \$500, if not already such a multiple.

With respect to Supplemental Life:

What reductions in Your coverage will occur due to Your age?

Your Amount of Life Insurance and Principal Sum will decrease by 35% on the date You attain age 70 and by 50% when You attain age 75. The reduction will apply to the Amount of Life Insurance and Principal Sum in force immediately prior to the first reduction made.

Additionally, if:

1. You become insured under the Policy; or
2. Your coverage increases,

on or after the date You attain age 70, We reduce the amount of coverage for which You would otherwise be eligible in the same manner.

Reduced amounts of Life Insurance and Principal Sum will be rounded to the next higher multiple of \$500, if not already such a multiple.

AMOUNT OF LIFE INSURANCE Dependent Only

What Life benefits are available to Your Dependents?

Supplemental Dependent Spouse:

- a) a Guaranteed Issue amount You elect in increments of \$5,000, subject to a minimum of \$5,000 and a maximum of \$25,000 without Evidence of Good Health, not to exceed 100% of the Supplemental Amount of Life Insurance in force for the employee; or
- b) a maximum amount You elect in increments of \$5,000, subject to a maximum of \$250,000 with Evidence of Good Health, not to exceed 100% of the Supplemental Amount of Life Insurance in force for the employee.

Supplemental Dependent Children:

less than 25 year(s) of age:

An amount You elect in increments
of \$2,000, subject to a maximum of
\$10,000.

The Amount You elect is indicated on Your group enrollment form.

ELIGIBILITY AND ENROLLMENT

Must You contribute toward the cost of coverage?

With respect to Basic Life Insurance and Basic AD&D coverage, You do not contribute toward the cost.

With respect to Supplemental Life Insurance, Supplemental Dependent Life Insurance, Supplemental AD&D and Supplemental Spouse AD&D coverage, You must contribute toward the cost.

How do You enroll?

To enroll You must:

1. complete and sign a group insurance enrollment form which is satisfactory to Us; and
2. deliver it to the Employer.

If You do not enroll within 31 days after becoming eligible, the following limitations will apply to a later enrollment:

1. You must submit Evidence of Good Health; and
2. You may not enroll until:
 - a) an Annual Enrollment Period; or
 - b) You have a Change in Family Status.

Any such enrollment must be made during the Annual Enrollment Period or within 31 days of the Change in Family Status.

The Annual Enrollment Period for Supplemental Life Insurance is determined by Your Employer on a yearly basis.

The Annual Enrollment Period for Supplemental Dependent Life Insurance and Supplemental AD&D is determined by Your Employer on a yearly basis.

What constitutes a Change in Family Status?

A Change in Family Status means:

1. Your marriage, or the birth or adoption of a child, or becoming the legal guardian of a child;
2. the death of or divorce from Your spouse;
3. the death of or emancipation of a child;
4. spouse's loss of employment which results in a loss of group insurance; or
5. change in classification from Part-time to Full-time or from Full-time to Part-time.

When does coverage start?

Your coverage will start on the latest of the dates determined below:

1. the date You become eligible, if You enroll or have enrolled by then;
2. the date on which You enroll, if You do so within 31 days after the date You are eligible;
3. the date We approve Evidence of Good Health which We may have required; or
4. the first day of the month following the Annual Enrollment Period if You enroll during an Annual Enrollment Period.

All of the above effective dates are subject to the Deferred Effective Date provision.

What is the Deferred Effective Date provision for employees?

If You are absent from work due to a physical or mental condition on the date Your insurance, an increase in coverage or a new benefit added to the Policy would otherwise have become effective, the effective date of Your insurance, any increase in insurance or the additional benefit will be deferred until the date You return to work as an Active Full-time Employee.

Are there exceptions to the Deferred Effective Date provision?

If You were insured under the Prior Plan on the day before the Policy Effective Date and You would be eligible for coverage on the Policy Effective Date except that You are not able to meet the requirements of the Deferred Effective Date provision, then:

1. the Deferred Effective Date provision will not apply to the original effective date of coverage; and
2. the coverage amount shown in the Schedule of Insurance will not apply to You.

Instead, You will be considered to be insured and Your coverage amount will be the lesser of:

1. the Amount of Life Insurance and Principal Sum under the Prior Plan; or
2. the Amount of Life Insurance and Principal Sum shown in the Schedule of Insurance,

reduced by:

1. any coverage amount in force or otherwise payable due to any disability benefit extension under the Prior Plan; or
2. any coverage amount that would have been in force due to any disability benefit extension under the Prior Plan had timely election for the disability provision been made.

You will remain insured under this provision until the first to occur of:

1. the date You return to work as an Active Full-time Employee;
2. the date Your insurance terminates for a reason stated under the Termination provision;
3. the last day of a period of 12 consecutive months which begins on the Policy Effective Date; or
4. the last day You would have been covered under the Prior Plan, had the Prior Plan not terminated.

When does coverage for Your Dependent(s) start?

You are required to enroll for contributory Dependent coverage. To do so You have to complete and sign a group insurance enrollment form acceptable to Us and deliver it to the Employer.

Your spouse will become insured for coverage for which We do not require Evidence of Good Health on the first to occur of:

1. the date You are eligible for Dependent Coverage, if You enroll or have enrolled for spouse coverage by then; or
2. the date You enroll for Dependent Coverage, if You do so within 31 days after the date You are eligible.

If You enroll for Dependent Coverage more than 31 days after You are first eligible to do so, no coverage will be available without Evidence of Good Health.

Coverage for which We require Evidence of Good Health will be effective on the later of:

1. the date You become eligible; or
2. the date approved by Us.

Each child will become insured for coverage for which We do not require Evidence of Good Health on the first to occur of:

1. the date You are eligible for Dependent Coverage, if You enroll or have enrolled for child coverage by then; or
2. the date You enroll for coverage for Your child, if You do so within 31 days after the date You acquire the child.

If You enroll for Dependent Coverage more than 31 days after You are first eligible to do so, no coverage will be available without Evidence of Good Health.

Coverage for which We require Evidence of Good Health will be effective once approved by Us.

In no event will Dependent Coverage become effective before the date You become insured.

All effective dates of coverage are subject to the Deferred Effective Date provision for Dependents.

What is the Deferred Effective Date provision for Dependents?

If a Dependent, other than a newborn, is confined at home, in a hospital or elsewhere because of a physical or mental condition on the date insurance, an increase in coverage or a new benefit added to the Policy would otherwise have become effective, the effective date of insurance, any increase or additional benefit will be deferred until the Dependent is discharged from the hospital or no longer confined and has engaged in substantially all the normal activities of a healthy person of the same age for a period of at least 15 days in a row.

"Confined elsewhere" means the individual is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Are there exceptions to the Deferred Effective Date provision?

If You were insured with respect to a Dependent under the Prior Plan as of the day before the Policy Effective Date, the Deferred Effective Date provision will not apply to the original effective date of coverage for any Dependent.

Instead, Your Dependent will be considered to be insured and the Amount of Insurance will be the lesser of:

1. the Amount of Insurance in force on the life of the Dependent under the Prior Plan; or
2. the Amount of Insurance shown in the Schedule of Insurance.

When are changes effective?

The provisions, terms and conditions of the Schedule of Insurance or this Booklet-certificate may be modified, amended or changed at any time; consent from any covered individual is not required.

If there is any type of change in Your class, Earnings, the Schedule of Insurance or the Booklet-certificate which:

1. decreases an amount of coverage or deletes, limits or restricts the availability of a benefit or provision, then that decrease, deletion, limitation or restriction will be effective on the date the change in class, Earnings, the Schedule of Insurance or the Booklet-certificate is effective;
2. increases an amount of coverage or adds, improves or increases availability of a benefit or provision, then that increase, addition or improvement will be effective on the date the change in class, Earnings, the Schedule of Insurance or the Booklet-certificate is effective, subject to application of the Deferred Effective Date provision and Our approval where Evidence of Good Health is required.

BENEFITS**Life Insurance Benefit****To whom and how are benefits paid?**

A completed claim form, a certified copy of the death certificate and Your enrollment form must be sent to the Employer or Us. When the required claim papers are received and approved by Us, the Amount of Life Insurance will be paid.

Benefits payable for a Dependent's death are payable to You if living, otherwise, We may, at Our option, pay the benefit to Your surviving spouse or to the executors or administrators of Your estate.

Your death benefit will be paid in a lump sum to the beneficiary(ies) designated by You in writing and on file with the Employer.

Unless You have requested something different, payment will be made as follows:

1. If more than one beneficiary is named, each will be paid an equal share.
2. If any named beneficiary dies before You, His share will be divided equally among the named surviving beneficiaries.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

1. up to \$500 of Your life insurance to any party that We deem is entitled because of their payment of burial expenses. We will be released from further liability for any amount so paid; and/or
2. the executors or administrators of Your estate; or

3. Your surviving relatives in the following order:
 - a) all to Your surviving spouse; or
 - b) if Your spouse does not survive You, in equal shares to Your surviving children; or
 - c) if no child survives You, in equal shares to Your surviving parents.

If a minor does not have a legal guardian. We may, until such a guardian is appointed, pay the person We deem to be caring for and supporting him. Such payment will be in monthly installments of not more than \$200.

What benefit is payable if Your death results from suicide?

No Supplemental Life or Supplemental Dependent Life benefit will be payable if death results from suicide, whether sane or insane, within 2 years of the effective date of Your coverage. Additionally, if death resulting from suicide, whether sane or insane, occurs within 2 years of the effective date of an increase in Your coverage, the death benefit payable is limited to the amount of coverage in force prior to the increase. The 2 year period includes the time coverage was in force under a Prior Plan.

Accelerated Death Benefit

What is the benefit?

If You are or Your Dependent is diagnosed as being Terminally Ill and proof of such diagnosis is provided by an attending physician licensed to practice in the United States, and that person is:

1. less than age 60; and
2. insured for at least \$10,000,

then You may request that a portion of that person's Amount of Life Insurance be paid to You prior to death.

The request cannot exceed 80% of the in force Amount of Life Insurance, and is subject to a minimum of \$3,000 and a maximum of \$500,000. You may exercise this option only once per person.

For example, if You have an Amount of Life Insurance equal to \$20,000 and You are Terminally Ill, You can request any portion of the life insurance between \$3,000 to \$16,000 to be paid to You now instead of to Your beneficiary at Your death. However, if You decide to request only \$3,000 now, You cannot request the additional \$13,000 in the future.

What does Terminal Illness/Terminally Ill mean?

Terminally Ill or Terminal Illness means that an individual has a life expectancy of 12 months or less.

RECEIPT OF ANY BENEFITS IN ACCORDANCE WITH THIS PROVISION WILL REDUCE LIFE INSURANCE BENEFITS PAYABLE UPON DEATH.

What if an individual is no longer Terminally Ill?

If diagnosed as no longer Terminally Ill, coverage may or may not remain in force. Coverage which remains in force will be reduced by any amount of Accelerated Death Benefits received and premium is due for this reduced amount. If coverage does not remain in force, then the reduced amount of coverage may be converted.

What limitations apply to this benefit?

The Accelerated Death Benefit provision will be subject to all applicable terms and conditions of the Policy.

No Accelerated Death Benefit will be paid if You are required by law to accelerate benefits to meet the claims of creditors, or if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement.

What if You made an assignment under this plan?

If You have executed an assignment of rights and interest with respect to Your Amount of Life Insurance, in order to pay benefits to You under this provision, We must receive a release from the individual to whom the assignment was made before any benefits are payable.

Accidental Death and Dismemberment (AD&D) Benefit

What conditions are necessary for benefits to become payable?

We will pay a benefit if You or Your Spouse suffer an accidental injury while that individual is insured and:

1. a Loss results directly from such injury, independent of all other causes; and
2. such Loss occurs within 365 days after the date of the accident causing the injury.

When should We be notified of a claim?

A claimant must give Us, or Our appropriate representative, written notice of a claim within 20 days after the Loss happens or starts. If notice cannot be given within that time, it must be given as soon as possible after that.

Such notice must include:

1. the claimant's name and address; and
2. the Policy or account number.

Are special forms required to file a claim?

Within 15 days of receiving a notice of claim, We or Our appropriate representative will send forms to the claimant for providing proof of Loss. If the forms are not provided within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of claim.

When must proof of Loss be given?

Satisfactory written proof of Loss must be sent to Us or Our appropriate representative, within 90 days after the date of such Loss. However, all claims must be submitted to Us within 90 days of the date any individual's insurance terminates.

If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as possible, but no later than a year after it is due unless the claimant is not legally competent.

When and to whom will Your claim be paid?

Benefits for Loss of life will be paid in accordance with Your life insurance beneficiary designation. Unless otherwise specified, benefits for all other Losses are payable to You.

Benefits for all other Losses will be paid as soon as due written proof is received. Benefits for all other Losses will be paid not more than 60 days after written proof is received.

Any payments other than for Loss of life which are owing at Your death may be paid to Your estate. If any payment is owed to:

1. Your estate;
2. a person who is a minor; or
3. a person who is not legally competent,

then We may pay up to \$1,000 to Your relative who is entitled to it in Our opinion. Any such payment shall fulfill Our responsibility for the amount paid.

What types of injuries are excluded from coverage?

No benefit will be paid for a Loss caused or contributed to by:

1. sickness;
2. disease;
3. any medical treatment for items (1) or (2);
4. any infection, except a pus-forming infection of an accidental cut or wound;
5. war or any act of war, whether war is declared or not;
6. any injury received while in any armed service of a country which is at war or engaged in armed conflict;
7. any intentionally self-inflicted injury, suicide, or suicide attempt, whether sane or insane;
8. taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens unless prescribed for or administered by a licensed physician; or
9. the injured person's intoxication.

Intoxication means that blood alcohol content or the results of other means of testing blood alcohol level, meet or exceed the legal presumption of intoxication under the law of the state where the accident took place.

What is the benefit payable?

The benefit payable for any Loss is that which is shown opposite the Loss in the following schedule. The Principal Sum is shown in the Schedule of Insurance. No benefit is payable for any Loss which is not shown in the schedule below.

<u>DESCRIPTION OF LOSS</u>	<u>BENEFIT</u>
Loss of life	Principal Sum
Loss of a hand	One-half the Principal Sum
Loss of a foot	One-half the Principal Sum
Loss of an eye	One-half the Principal Sum
Loss of speech or hearing	One-half the Principal Sum
Loss of thumb and index finger on either hand	One-quarter the Principal Sum
Loss of movement of both upper and lower limbs (Quadriplegia)	Principal Sum
Loss of movement of three limbs (Tetraplegia)	Three-quarters the Principal Sum
Loss of movement of both lower limbs (Paraplegia)	Three-quarters the Principal Sum
Loss of movement of both upper and lower limbs on one side of the body (Hemiplegia)	One-half the Principal Sum
Loss of movement of one limb (Uniplegia)	One-quarter the Principal Sum
More than one of the above resulting from one accident	Principal Sum or the sum of the Benefits payable for each Loss, whichever is lesser.

Loss means the following:

1. Loss of a hand or foot means that it is completely cut off at or above the wrist or ankle joint.
2. Loss of an eye means that sight in the eye is completely lost and cannot be recovered or restored.
3. Loss of speech or hearing means that speech or hearing is lost entirely and the Loss cannot be recovered or restored. Hearing must be lost in both ears.
4. Loss of movement of limbs means that the movement is completely lost and is irreversible.
5. Loss of thumb and index finger means actual severance through or above the metacarpophalangeal joints.

Seat Belt/Air Bag Benefit

Subject to all conditions and limitations of this AD&D Benefit, if You suffer a Loss under the AD&D Benefit, while:

1. a passenger riding in; or
2. the licensed operator of,

an Automobile and, at the time of the accident, You were properly wearing a Seat Belt as verified on the police report, then a Seat Belt Benefit will be payable in addition to the Principal Sum.

What is the Seat Belt Benefit payable?

The Seat Belt Benefit payable is the lesser of:

1. 10% of the Principal Sum; or
2. \$10,000.

What conditions are necessary for an Air Bag Benefit to become payable?

If a Seat Belt Benefit is payable, We will pay an additional 5% of the Principal Sum, subject to a maximum of \$5,000, as an Air Bag Benefit, provided that:

1. You were positioned in a seat that was equipped with a factory installed Air Bag;
2. You were properly strapped in the Seat Belt when the Air Bag inflated; and
3. the police report establishes that the Air Bag inflated properly upon impact.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications, that inflates upon collision to protect an individual from injury and death. An Air Bag is not considered a Seat Belt.

Automobile means a duly registered, four wheeled, private passenger car, pick-up truck, van, self-propelled motor home or sport utility vehicle which is not being used as a Common Carrier.

Common Carrier means a conveyance operated by a concern, other than the Employer, organized and licensed for the transportation of passengers for hire and operated by an employee of that concern.

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications.

Repatriation Benefit

Subject to all conditions and limitations of this AD&D Benefit, if You die, then a Repatriation Benefit will be paid in addition to the Principal Sum. For a Repatriation Benefit to be payable, the death must occur outside the territorial limits of the state or country of Your place of permanent residence.

What is the Repatriation Benefit payable?

The Repatriation Benefit payable is the lesser of:

1. the expense incurred for:
 - a) preparation of Your body for burial or cremation; and
 - b) transportation of Your body to the place of burial or cremation; or
2. 5% of the Principal Sum; or
3. \$5,000.

Education Benefit

Subject to all conditions and limitations of this AD&D Benefit, if You die, then an Education Benefit will be paid in addition to the Principal Sum. This benefit is payable to each of Your dependents who qualifies as a Student.

Who may qualify as a Student?

A Student, for the purpose of this Education Benefit, means a person who is Your dependent on the date of Your death, and who:

1. is a post-high school student who attends a school for higher learning on a Full-time basis on the date of Your death; or
2. became a Full-time post-high school student in a school for higher learning within 365 days after Your death and was a student in the 12th grade on the date of Your death.

The term "Full-time" student shall mean registered for not less than 12 course credit hours per semester. If the institution establishes full-time student status by a method other than semester credit hours, We reserve the right to determine whether the student qualifies as Full-time.

No benefit is payable to any dependent who has not furnished proof to Us of his Student status.

What is the Education Benefit payable?

The Education Benefit payable is the lesser of:

1. the actual tuition expense for any one school year; or
2. 5% of the Principal Sum; or
3. \$5,000.

We will not pay more than one Education Benefit per Student during any one school year.

If the Student is a minor, We will pay benefits to the Student's legal representative.

When will payments terminate?

The Education Benefit will no longer be payable on the first to occur of:

1. the date on which the 4th Education Benefit for a Student is paid; or
2. the end of the 12th consecutive month during which the dependent has not furnished satisfactory proof to Us that he is a Student.

What benefits are payable if no dependent qualifies as a Student?

If no dependent qualifies as a Student, then We will pay \$2,500 in accordance with Your beneficiary designation.

Day Care Benefit

Subject to all conditions and limitations of this AD&D Benefit, if You die, then a Day Care Benefit is payable in addition to the Principal Sum. The Day Care Benefit is payable for each dependent if:

1. such dependent is less than age 7 at the time of death; and
2. proof of such dependent's enrollment in a Day Care Program is provided as described below.

What is the Day Care Benefit payable?

The Day Care Benefit payable is the lesser of:

1. \$5,000; or
2. 5% of Your Principal Sum.

One Day Care Benefit is payable each year for each dependent who qualifies for Day Care Benefits. No more than four Day Care Benefits will be payable for each dependent. Payment will be made to the person who has primary responsibility for such dependent's expenses.

What proof must be given?

Proof of a dependent's enrollment in a Day Care Program may be in the form of, but will not be limited to, the following:

1. a copy of the dependent's approved enrollment application in a Day Care Program;
2. canceled check(s) which prove payment for a Day Care Program; or
3. a letter from the Day Care Program stating that the dependent:
 - a) is attending a Day Care Program; or
 - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of Your death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month on or next following the date of Your death.

Day Care Program means a program of child care which:

1. is operated in a private home, school or other facility;
2. provides and charges a fee for the care of children; and
3. is licensed as a Day Care Center or is operated by a licensed Day Care Provider, if such licensing is required by the state or jurisdiction in which it is located; or
4. if licensing is not required, provides child care on a daily basis for 12 months a year.

A Day Care Program will not mean a program of child care which is provided by an immediate relative of the child receiving the care. An immediate relative is a sibling, parent, step-parent, grandparent, aunt, or uncle.

What benefits are payable if no person is eligible for Day Care Benefits?

If no dependent qualifies for Day Care Benefits, then We will pay \$2,500 in accordance with Your beneficiary designation.

Rehabilitation Benefit

Subject to all conditions and limitations of this AD&D Benefit, if You suffer a Loss other than loss of life, then a Rehabilitation Benefit will be paid in addition to the Principal Sum.

What is the Rehabilitation Benefit payable?

The Rehabilitation Benefit payable is the lesser of:

1. the Expense Incurred for Rehabilitative Training; or
2. 5% of the Principal Sum; or
3. \$5,000.

Rehabilitative Training means any training which:

1. is required due to Your injury; and
2. prepares You for an occupation in which You would not have engaged except for the injury.

Expense Incurred means the actual cost of the:

1. training; and
2. materials needed for the training.

The expense must be incurred during the two-year period that begins on the date of Your accident.

Spouse Education Benefit

Subject to all conditions and limitations of this AD&D Benefit, if You die, then a Spouse Education Benefit will be paid in addition to the Principal Sum. This benefit is payable to Your spouse.

What conditions are necessary for Spouse Education Benefits to become payable?

To qualify for this Benefit, Your spouse must enroll in an Occupational Training program:

1. for the purpose of obtaining an independent source of income; and
2. within one year of the date of Your death.

What is the Spouse Education Benefit payable?

The Spouse Education Benefit payable is the lesser of:

1. the Expense Incurred for Occupational Training; or
2. 5% of the Principal Sum; or
3. \$5,000.

We will pay the Spouse Education Benefit immediately after We receive proof that Your spouse has enrolled in an Occupational Training program.

What benefits are payable if there is no surviving spouse?

If there is no surviving spouse, We will pay \$2,500 in accordance with Your beneficiary designation.

Occupational Training means any:

1. education;
2. professional; or
3. trade training

program which prepares the spouse for an occupation for which he otherwise would not have been qualified.

Expense Incurred means:

1. the actual tuition charged, exclusive of room and board; and
2. the actual cost of the materials needed

for the Occupational Training program. The expense must be incurred during the two year period that begins on the date of Your death.

Adaptive Home and Vehicle Benefit

Subject to all conditions and limitations of this AD&D Benefit, if You are injured, then an Adaptive Home and Vehicle Benefit will be payable in addition to the Principal Sum. For this Benefit to be payable:

1. such home alterations must be:
 - a) made by a person or persons with experience in such alterations; and
 - b) recommended by a recognized organization associated with the injury;
2. such vehicle modifications must be:
 - a) carried out by a person or persons with experience in such matters; and
 - b) approved by the Motor Vehicle Department.

What is the Adaptive Home and Vehicle Benefit payable?

The Adaptive Home and Vehicle Benefit payable is the lesser of:

1. 5% of the Principal Sum; or
2. \$5,000; or
3. the actual one-time cost,

for such alterations and/or modifications, incurred within two years from the date of the accident, to Your:

1. principal residence; and/or
2. Private Automobile,

to make the residence accessible to You, or the Private Automobile driveable or rideable for You.

Private Automobile means a four wheeled, private passenger car, station wagon, pick-up truck, van or jeep-type automobile which is not being used as a Common Carrier.

Common Carrier means a conveyance operated by a concern, other than the Employer, organized and licensed for the transportation of passengers for hire and operated by an employee of that concern.

TERMINATION Employee Coverage

When does Your coverage terminate?

Unless continued in accordance with the Exceptions to Termination section, Your insurance will terminate on the first to occur of:

1. the date the Policy terminates;
2. the last day of the period for which You made any required premium contribution, if You fail to make any further required contribution;
3. the date You are no longer in a class eligible for coverage;
4. the date Your Employer terminates Your employment; or
5. the date You are absent from work as an Active Full-time Employee.

EXCEPTIONS TO TERMINATION

Under what conditions can Your insurance be continued under the continuation provisions?

If You are absent from work as an Active Full-time Employee, Your insurance may be continued up to the maximum period of time stated. In each instance, such continuation shall be at the Employer's option, but must be according to a plan which applies to all employees in the same way. Continued coverage:

1. is subject to any reductions in the Policy;
2. is subject to payment of premium by the Employer; and
3. terminates when the Policy terminates.

If You are on a documented leave of absence, other than Family or Medical Leave, all of Your coverages (including Dependent Life coverage) may be continued until the last day of the month following the month in which the leave of absence commenced.

If You are laid off due to lack of work, all of Your coverages (including Dependent Life coverage) may be continued until the last day of the month following the month in which the layoff commenced.

If Your employment status changes from full-time to part-time, all of Your coverages (including Dependent Life coverage) may be continued for 3 consecutive month(s) following the date of such change in employment status.

If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, all of Your coverages (including Dependent Life coverage) may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by state law, following the date Your insurance would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for You must be paid;
3. Your benefit level will be that which was in effect on the day before said leave started, subject to any reductions included in the Policy;
4. the amount of Earnings upon which Your benefit may be based, will be that which was in effect on the day before said leave started; and
5. continued coverage will cease immediately if one of the following events should occur:
 - a) the leave terminates prior to the agreed upon date;
 - b) the Policy terminates;
 - c) You or the Policyholder fail to pay premium when due; or
 - d) the Policy no longer insures Your class.

In all other respects, the terms of Your insurance remain unchanged.

If You are absent from work due to sickness or injury, all of Your coverages (including Dependent Life coverage) may be continued until the last day of a period of 12 month(s) which begins on the date You were first absent from work as an Active Full-time Employee. If You feel that Your condition may continue for an extended period of time, You should request that Your Employer file a waiver of premium claim.

What is Waiver of Premium?

Waiver of premium is a provision which allows for continued employee or Dependent life insurance, without payment of premium, while You are Disabled. You or Your Dependent may not exercise the rights under the Portability provision and qualify for waiver of premium.

To what coverages does the Waiver of Premium apply?

These provisions apply only to Your Basic and Supplemental Life Insurance and Dependent Life Insurance.

Waiver of Premium does not apply to any AD&D Insurance.

What conditions must be satisfied before You qualify for Waiver of Premium?

1. You must be less than age 60, insured and Disabled; and
2. acceptable proof of Your condition must be furnished to Us within one year of Your last day of work as an Active Full-time Employee.

What does Disabled mean?

Disabled means that You have a condition that prevents You from doing any work for which You are or could become qualified by education, training or experience and it is expected that this condition will last for at least six consecutive months from Your last day of work as an Active Full-time Employee; or You have been diagnosed with a life expectancy of 12 months or less.

When will We waive premium?

We will waive premium after proof that You are Disabled is provided by an attending physician licensed to practice in the United States and We approve the proof. You will be notified by Us of the date We will begin to waive premium.

Continued coverage will be subject to any age reductions provided by any part of the Policy.

What if You or Your Dependent die before You qualify for Waiver of Premium?

If:

1. You or Your Dependent should die within one year of Your last day of work as an Active Full-time Employee but prior to qualifying for waiver of premium; and
2. You were Disabled,

We will pay the Amount of Life Insurance which is in force for You or Your Dependent. Your Dependent Life coverage will terminate on the date You die. They may be eligible for conversion as of that date.

Can We have You examined for proof that You continue to be Disabled?

During the first two years following the date You qualify as Disabled, We may have You examined at reasonable intervals. Thereafter, We will only require an annual examination to confirm that You continue to be Disabled. If You fail to submit any required proof or refuse to be examined as required by Us, then Your coverage will terminate.

What if You are no longer Disabled?

If, for any reason, You are no longer Disabled, Your premium will no longer be waived. On that date, You may or may not return to work.

If You return to work in an Eligible Class, then all of Your coverages will be reinstated subject to the terms of the Policy in effect on the reinstatement date.

If You do not return to work within an Eligible Class, and You are not eligible for any other group life insurance, then You are entitled to the Conversion Privilege. You may convert the Amount of Life Insurance that is in force for You and Your Dependent on the date it is determined that You are no longer Disabled.

How long will premiums be waived?

Your premium will be waived and Your coverage will be continued until You attain Normal Retirement Age.

The premium for Dependent Life coverage will be waived and subject to all Policy provisions, Dependent Life coverage will continue until the first to occur of the date:

1. You die;
2. You no longer qualify for Waiver of Premium;
3. the date the Policy terminates; or
4. You attain Normal Retirement Age.

On the date waiver of premium terminates, if You do not return to work, You will be entitled to convert Your coverage. You may convert no more than Your Amount of Life Insurance that is in force on the date waiver of premium terminates. On the date the waiver of premium terminates for Dependent Life coverage, Your Dependents may be eligible to convert.

What if the Policy terminates before You qualify for waiver of premium?

If the Policy terminates before You qualify for waiver of premium, You may be eligible to convert. Additionally, You may later be approved for waiver of premium.

What if the Policy terminates after You qualify for waiver of premium?

Termination of the Policy will not affect Your coverage under the terms of this provision.

DEPENDENT COVERAGE

When does Dependent Coverage terminate?

Unless continued in accordance with the Exception to Termination section, a covered Dependent's insurance will terminate on the earliest of:

1. the date Your coverage terminates;
2. the last day of the period for which any required premium contribution is made, if You fail to make any further required contribution;
3. the date You are no longer eligible for Dependent Coverage;
4. the date the Dependent no longer meets the definition of Dependent; or
5. the date We or the Employer terminate Dependent Coverage.

EXCEPTIONS TO TERMINATION

Under what conditions can Dependent child insurance be continued?

If a covered Dependent child reaches the age at which He would otherwise cease to be a Dependent as defined, and the Dependent child is:

1. disabled and incapable of earning His own living ; and
2. primarily dependent on You for support and maintenance,

then Dependent coverage will not terminate solely due to age if You submit satisfactory proof of the Dependent child's disability to Us within 31 days of the date the Dependent child reaches such age.

Coverage will continue while the Policy remains in force as long as:

1. the child continues to meet the required conditions; and
2. any required premium is paid.

We will have the right to require satisfactory proof that the child continues to meet the required conditions as often as necessary during the first two years of continuation, but not more than once a year after that.

PORABILITY

When can a person elect Portability?

You may elect portability if:

1. the Policy is still in force;
2. Your supplemental life insurance terminates because:
 - a. Your employment terminates for any reason prior to Retirement; or
 - b. You are no longer in an Eligible Class; and
3. You do not currently have coverage for the amount of life insurance You intend to continue under a certificate of insurance issued in accordance with a conversion, portability or other similar provision under this Policy.

A Dependent may elect portability if:

1. the Policy is still in force;
2. He has not reached Retirement status; and
3. His supplemental life insurance terminates because:
 - a. Your employment terminates for any reason prior to Retirement;
 - b. Your membership in a class eligible for Dependent's coverage ceases;
 - c. You die; or
 - d. He ceases to be an eligible Dependent as defined, except a child who reaches the limiting age under the Policy.

In order for a Dependent child to continue coverage, You and/or Your spouse must elect continuation.

What does Retirement mean?

Retirement means the date You or Your Dependent attain normal retirement age under the 1983 United States Social Security Act, and any amendments thereto.

Will the Waiver of Premium provision be available if You elect to continue coverage under this Portability provision?

No.

Will Conversion be available if a person elects to continue coverage under this Portability provision?

If a person elects to continue all terminated coverage under this portability provision, then the Conversion provision is not available. If a person elects to continue only a portion of terminated coverage under this portability provision, then the Conversion privilege will be available for the remaining amount.

How is Portability elected?

A person must, within 31 days of the date group coverage terminates:

1. make written application to Us; and
2. pay the required premium.

If this is done, We will issue a certificate of insurance under a group portability policy. Such coverage will be:

1. issued without evidence of good health;
2. on one of the forms then being issued by Us for portability purposes; and
3. effective on the day following the date insurance terminates.

The terms and conditions of coverage under the group portability policy will be similar, but may not be identical, to coverage under this plan.

What limitations apply to this benefit?

A person may elect to continue 50%, 75% or 100% of his amount of life insurance being terminated. Such amount will be rounded to the next higher \$1,000, if not already an even multiple thereof. No employee's amount of life insurance continued may exceed \$250,000. No spouse's amount of life insurance continued may exceed \$50,000. No child's amount of life insurance continued may exceed \$10,000.

If an election is made to continue 50% or 75% now, a person may not continue any portion of the remaining amount. In no event will a person be able to continue an amount of life insurance which is less than \$5,000 unless he is a Dependent child.

How much does Portability cost?

See Your Employer for the cost.

CONVERSION PRIVILEGE

The following does not apply to any AD&D Benefits.

When can an individual convert?

If insurance, or any portion thereof, terminates, then any individual covered under the Policy may convert his life insurance to a conversion policy without providing Evidence of Good Health.

If the qualifying event is policy termination or termination of coverage for a class then the individual must have been insured for at least 5 years under the Policy in order to be eligible for this conversion privilege.

What is the conversion policy?

The conversion policy will:

1. be on one of the life insurance policy forms, except term insurance, then customarily issued by Us for conversion purposes;
2. contain no disability, supplementary or AD&D benefits; and
3. be effective on the 32nd day after group life insurance terminates.

How much can be converted?

If the qualifying event is policy termination or termination of coverage for a class, then the amount which may be converted is limited to the lesser of:

1. the amount of group coverage in force prior to the qualifying event, reduced by the amount of any other group coverage for which the individual becomes covered within 31 days of termination of group coverage; or
2. \$2,000.

If conversion is due to retirement or any other qualifying event, the full amount of coverage lost may be converted.

How does an individual convert coverage?

To convert life insurance, the individual must, within 31 days of the date group coverage terminates, make written application to Us and pay the premium required for his age and class of risk.

What if death occurs during the conversion election period?

If the individual should die within the 31 day conversion election period, We will, upon receipt of acceptable proof of His death, pay the Amount of Life Insurance He was entitled to convert.

GENERAL PROVISIONS

When can this plan be contested?

Except for non-payment of premium, the Policy cannot be contested after two years from the Policy Effective Date.

No statement relating to insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the individual's lifetime. In order to be used, the statement must be in writing and signed by the affected individual.

Are there any rights of assignment?

Except for the dismemberment benefits under the AD&D Benefit, You have the right to absolutely assign all of Your rights and interest under the Policy including, but not limited to, the following:

1. the right to make any contributions required to keep the insurance in force;
2. the privilege of converting; and
3. the right to name and change a beneficiary.

However, You may not assign rights to the Employer, and if You are terminally ill, You may not make an absolute assignment if the benefits under the Policy would be used as collateral for a loan.

No absolute assignment of rights and interest shall be binding on Us until and unless:

1. the original of the form documenting the absolute assignment; or
2. a true copy of it,

is received and acknowledged by Us at our home office.

We have no responsibility:

1. for the validity or effect of any assignment; or
2. to provide any assignee with notices which We may be obligated to provide to You.

How do You designate or change Your beneficiary?

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a Power of Attorney.

What recourse do You have if Your claim is denied?

On any claim, the claimant or His representative must appeal to Us for a full and fair review.

1. You must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires a determination of disability, or
 - b) 60 days of receipt of claim denial for all other claims; and
2. You may request copies of all documents, records, and other information relevant to Your claim; and
3. You may submit written comments, documents, records, and other information relating to Your claim.

We will respond to You in writing with our final decision on Your claim.

Can We have a claimant examined or request an autopsy?

We reserve the right to have a claimant examined and to have an autopsy performed, if not forbidden by law. Any such examinations will be as reasonably required by Us and at Our expense.

What notification will You receive if Your claim is denied?

If a claim for benefits is wholly or partly denied, the claimant will be furnished with written notification of the decision. This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the provisions upon which the denial is based; and
3. provide an explanation of the review procedure.

When can legal action be taken?

Legal action cannot be taken against Us:

1. sooner than 60 days after proof of loss has been furnished; or
2. 3 or more years after the time proof of loss is required to be furnished according to the terms of the Policy.

How does this plan affect Workers' Compensation coverage?

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Physician-patient Relationship

You may choose any licensed physician. We shall not in any way disturb the physician-patient relationship.

DEFINITIONS

Active Full-time Employee – An employee who works for the Employer on a regular basis in the usual course of the Employer's business. An employee must work at least the number of hours in the Employer's normal work week. This must be at least 30 hours. You will be considered actively at work with Your Employer on a day which is one of Your Employer's scheduled work days if You are performing, in the usual way, all of the regular duties of Your job on a Full-time basis on that day. You will also be considered actively at work on a paid vacation day or a day which is not one of Your Employer's scheduled work days only if You were actively at work on the preceding scheduled work day.

Amount of Life Insurance – This term means both the Basic and Supplemental Life Amounts unless otherwise stated in specific provisions and benefits.

Anniversary Date – The date occurring in each calendar year which is an anniversary of the Policy Effective Date.

Dependent

1. Your spouse; and
2. Your child who is:
 - a) not yet 25 years old; or
 - b) 25 years old or older and is disabled and primarily dependent upon You for financial support. Such child must have become disabled before attaining age 25.

The term "spouse" means an individual who is either:

1. in a marriage with the employee which is recognized by the law in the state of residence; or
2. the employee's domestic partner.

The term "domestic partner" means:

1. any individual with whom the employee executes a Domestic Partner Affidavit acceptable to Us, to establish that they are domestic partners for purposes of this Policy (such person will remain a domestic partner as long as he continues to meet the requirements described in the Domestic Partner Affidavit); or
2. with respect to California residents only, an individual who is in a registered domestic partnership with the employee in accordance with California law.

The term "child", shall also include Your:

1. stepchild;
2. legally adopted child; and
3. any other child related to You by blood or marriage or domestic partnership and who lives with You in a regular parent-child relationship, provided that You claim such child as a dependent on Your most current federal income tax return Form 1040.

You may not elect coverage for Your Dependent if Your Dependent is covered as an employee under the Policy. Any person who is in full-time military, naval or air force service cannot be a Dependent. No person can be insured as a Dependent of more than one employee under the Policy.

Earnings – Regular pay, not counting bonuses, overtime pay or any other pay or fringe benefits.

The term Earnings will include commissions. The amount of commissions included will be average commissions earned from this Employer during the 12 months immediately prior to the Anniversary Date.

If You have worked for less than 12 months with this Employer, the amount of commissions included will be based on the total commissions You actually received while working for this Employer immediately prior to the Anniversary Date.

Employer – The Policyholder named in the Schedule of Insurance.

He/His – He or she. His or her.

Normal Retirement Age – The Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth.

Prior Plan – A plan of group term life insurance sponsored by the Employer which was in force on the day before the Policy Effective Date.

We/Us/Our – The Hartford Life and Accident Insurance Company.

You/Your – The employee to whom this Booklet-certificate is issued.

STATUTORY PROVISIONS

CONNECTICUT

LIFE

The following provision is applicable to residents of Connecticut and is included to bring Your Booklet-certificate into conformity with Connecticut state law.

Notice of Termination

If Your insurance will terminate because the group policy will terminate, the policyholder is required by the laws of the State of Connecticut to give You written notice of the termination at least 15 days before it happens. This requirement applies even if the terminating insurance will be replaced by other group insurance.

ILLINOIS

LIFE

The following provision is applicable to residents of Illinois and is included to bring Your Booklet-certificate into conformity with Illinois state law.

Conversion Privilege

The amount of \$2,000 appearing in the Life Conversion Privilege is amended to read \$10,000.

SHORT TERM DISABILITY

The following is applicable to residents of Illinois to bring Your Booklet-certificate into conformity with Illinois state law.

All certificates are hereby amended by the deletion of the Policy Interpretation provision appearing in the General Provisions section of the Short Term Disability portion of the certificate, in its entirety, and all reference thereto.

LONG TERM DISABILITY

The following is applicable to residents of Illinois to bring Your Booklet-certificate into conformity with Illinois state law.

All certificates are hereby amended by the deletion of the Policy Interpretation provision appearing in the General Provisions section of the Long Term Disability portion of the certificate, in its entirety, and all reference thereto.

MASSACHUSETTS

SHORT TERM DISABILITY

The following provision is applicable to residents of Massachusetts and is included to bring your Booklet-certificate into conformity with Massachusetts state law.

Continuation

The following is added to the Termination section of your Booklet-certificate.

Does your coverage continue if your employment terminates or you cease to be a member of an eligible class?
If your insurance terminates because your employment terminates or you cease to be a member of an eligible class, your insurance will automatically be continued until the end of a 31 day period from the date your insurance terminates or the date you become eligible for similar benefits under another group plan, whichever occurs first.

If your insurance terminates because your employment is terminated as a result of a plant closing or covered partial closing, your insurance may be continued. You must elect in writing to continue insurance and pay the required premium for continued coverage. Coverage will cease on the earliest to occur of the following dates:

1. ninety days from the date you were no longer eligible for coverage as an Active Full-time Employee;
2. the date you become eligible for similar benefits under another group plan;
3. the last day of the period for which required premium is made;
4. the date the Group Insurance Policy terminates; or
5. the date your Employer ceases to be a Participant Employer, if applicable.

Continued coverage is subject to all other applicable terms and conditions of the policy.

LONG TERM DISABILITY

The following provision is applicable to residents of Massachusetts and is included to bring your Booklet-certificate into conformity with Massachusetts state law.

Continuation

The following is added to the Termination section of your booklet.

Does your coverage continue if your employment terminates or you cease to be a member of an eligible class?
If your insurance terminates because your employment terminates or you cease to be a member of an eligible class, your insurance will automatically be continued until the end of a 31 day period from the date your insurance terminates or the date you become eligible for similar benefits under another group plan, whichever occurs first.

If your insurance terminates because your employment is terminated as a result of a plant closing or covered partial closing, your insurance may be continued. You must elect in writing to continue insurance and pay the required premium for continued coverage. Coverage will cease on the earliest to occur of the following dates:

1. 90 days from the date you were no longer eligible for coverage as an Active Full-time Employee;
2. the date you become eligible for similar benefits under another group plan;
3. the last day of the period for which required premium is made;
4. the date the Group Insurance Policy terminates;
5. the date your Employer ceases to be a Participant Employer, if applicable.

Continued coverage is subject to all other applicable terms and conditions of the policy.

MINNESOTA

SHORT TERM DISABILITY

The following provision is applicable to residents of Minnesota and is included to bring your Booklet-certificate into conformity with Minnesota state law.

Subrogation

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

LONG TERM DISABILITY

The following provisions are applicable to residents of Minnesota and are included to bring your Booklet-certificate into conformity with Minnesota state law.

1. Subrogation

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

2. Survivor Income Benefit

The Spouse definition in the Survivor Income Benefit is amended to read as below:

"Spouse" means your spouse who:

- a) is mentally competent; and
- b) was not legally separated from you at the time of your death; and

LIFE

The following provisions are applicable to residents of Minnesota and are included to bring your Booklet-certificate into conformity with Minnesota state law.

1. Continuation of Life Coverage

For Employees Who Have Been Terminated or Laid Off From Employment and Their Covered Dependents.

Regardless of any other provision in the Policy to the contrary, if:

1. Your life insurance is terminated because You are voluntarily or involuntarily terminated or Laid Off from employment; and
2. the Policy remains in force for Active Full-time Employees;

then You may elect to continue any life insurance which may be in force for You and Your Covered Dependents at the time You are terminated or Laid Off.

As used above,

1. Laid Off means that there is a reduction in the number of hours You work so that You are no longer eligible for coverage under the Policy;
2. Termination does not include discharge for gross misconduct; and
3. Termination includes retirement.

In order to continue insurance for yourself and Your Covered Dependents, You must pay Your former Employer the cost of continued coverage on a monthly basis. The amount of premium charged may not exceed 102% of the premium paid, either by You or the Employer for life insurance coverage for an Active Full-time Employee. Upon request, the Employer will provide You Our written verification of the cost of this coverage.

You may continue coverage until the first to occur of:

1. the date You are insured under another group insurance policy; or
2. the last day of a period of 18 consecutive months following the date of termination or lay off from employment.

When You are terminated or Laid Off from employment, the Employer will inform You of:

1. Your right to continue coverage;
2. the amount of monthly premium; and
3. how, where and by when payment must be made.

Minnesota law requires that if the Employer fails:

1. to notify You of Your right to continue coverage; or
2. to pay the premium after timely receipt,

and, as a result, Your coverage is terminated, then the Employer will be liable for Your coverage to the same extent as if You still had coverage.

You have 60 days from the later of the date:

1. Your coverage would otherwise terminate; or
2. You receive a written notice of Your right to continue coverage,

to elect coverage.

At the end of the 18 month continuation period, You and Your Covered Dependents may elect, at Your own expense, to obtain a personal term life insurance policy from Us.

Such policy will be:

1. issued without evidence of insurability;
2. issued without interruption of coverage;
3. on one of the life insurance policy forms then customarily issued by Us.

In lieu of the above coverage You and Your Covered Dependents may accept a policy providing reduced benefits at a reduced premium rate.

2. Accidental Death, Dismemberment and Loss of Sight Benefits

The exclusions are amended to read as follows:

What types of injuries are excluded from coverage?

No benefit will be paid for a loss caused or contributed to by:

1. sickness;
2. disease;
3. any medical treatment for items (1) or (2);
4. any infection, except a pus-forming infection of an accidental cut or wound;
5. war or any act of war, whether war is declared or not;
6. any injury received while in any armed service of a country which is at war or engaged in armed conflict;
7. any intentionally self-inflicted injury, suicide, suicide attempt, whether sane or insane; or
8. taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens unless prescribed for or administered to You by a licensed physician.

3. Conversion Privilege

The Conversion Privilege is revised to include the following provision. This provision replaces the provision entitled "How much can be converted?" which appears in the Conversion Privilege section of Your Booklet-certificate:

How much can be converted?

An individual may convert the full amount of group coverage lost as a result of the qualifying event, reduced by the amount of any other group coverage for which He becomes covered within 31 days of termination of group coverage.

4. Optional Methods of Settlement

Any beneficiary who is due life insurance proceeds of \$15,000 or more may choose to receive the payment in a method other than a lump sum by writing to Us and requesting payment in one of the following optional methods:

1. a lifetime income option;
2. an income option for fixed amounts;
3. an income option for fixed time periods; or
4. an option to select an interest bearing account with Us with the right to select another option at a later date.

5. Portability

Minnesota employees are eligible for life portability only if they are employed by a Minnesota employer. All other residents of Minnesota are not eligible for portability coverage.

MONTANA

LIFE

The following provisions are applicable to residents of Montana and are included to bring Your Booklet-certificate into conformity with Montana state law.

1. Conversion Privilege

The amounts of five years and \$2,000 appearing in the Life Conversion Privilege are amended to read three years and \$10,000 respectively.

2. Interest on Death Claims

The following provision shall apply to any Basic Life Insurance, Supplemental Life Insurance, Supplemental Dependent Life Insurance, Basic AD&D, Supplemental AD&D and Supplemental Spouse AD&D included in this Policy.

Is interest payable on death claims?

Claims payable for loss of life will be paid within 60 days of the date due proof is received. If the death benefit is paid on the 31st through the 60th day, the benefit payable will include interest. Interest shall be paid at the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Ninth Federal Reserve District on the date due proof of loss is received by Us.

NEW JERSEY

LONG TERM DISABILITY

The following provision is applicable to residents of New Jersey and is included to bring your Booklet-certificate into conformity with New Jersey state law.

Subrogation

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

LIFE

The following provision is applicable to residents of New Jersey and is included to bring Your Booklet-certificate into conformity with New Jersey state law.

Conversion Privilege

The second paragraph under "When can an individual convert?" is replaced with the following:

If the qualifying event is Policy termination or termination of coverage for a class then the individual must have been insured for at least 5 years under the Policy and Prior Plans in order to be eligible for this conversion privilege.

Additionally, any death benefits incurred during the 31 day conversion period are payable under the Group Insurance Policy, not the personal life policy.

NEW YORK

SHORT TERM DISABILITY

The following provision is applicable to residents of New York and is included to bring your Booklet-certificate into conformity with New York state law.

Subrogation

The provision entitled "What are our subrogation rights?" is deleted.

LONG TERM DISABILITY

The following provisions are applicable to residents of New York and are included to bring your Booklet-certificate into conformity with New York state law.

1. Pre-existing Conditions Limitations

The following provision is added to the paragraph entitled "Are there any other limitations on coverage?" in the Pre-existing Conditions Limitations section appearing in your booklet.

However, if you become insured under the Group Insurance Policy and were covered under a group or blanket disability insurance plan or employer-provided disability benefit arrangement within 60 days of your effective date of coverage under this plan, any:

1. treatment-free period requirements; or
2. period of coverage requirements,

which were satisfied or partially satisfied under your previous coverage will be credited toward satisfaction of similar periods under this plan.

2. Continuity From a Prior Plan

The section entitled "Continuity From a Prior Plan" is amended to read as follows:

Is there continuity of coverage from a Prior Plan?

If you were:

1. insured under the Prior Plan;
2. Actively at Work; and
3. not eligible to receive benefits under the Prior Plan,

on the day before the Plan Effective Date, the Deferred Effective Date provision will not apply to you.

If you were covered under a Prior Plan within 60 days prior to the date your coverage under this plan takes effect, the Pre-Existing Conditions Limitation will cease to apply on the first to occur of the following dates:

1. the date your coverage under the plan takes effect, if your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Plan; or
2. if your coverage was limited by a pre-existing condition restriction under the Prior Plan, the date the restriction would have ceased to apply had the Prior Plan remained in force.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the previous paragraph will be the lesser of:

1. the Monthly Benefit which was paid by the Prior Plan; or
2. the Monthly Benefit provided by this plan.

No payment shall be made after the earlier to occur of:

1. the date payments would have ceased under the Prior Plan; or
2. the date payments cease under this plan.

If you received Monthly Benefits for Disability under the Prior Plan, and:

1. you returned to work as an Active Full-time employee before the Effective Date of this plan;
2. within 6 months of the return to work, you have a recurrence of the same Disability under this plan; and
3. there are no benefits available for the recurrence under the Prior Plan,

the Elimination Period of this plan, which would otherwise apply to the recurrence, will be waived if the recurrence would have been covered without any further Elimination Period under the Prior Plan had it remained in force.

Prior Plan, for the purpose of this provision, means an employer-provided disability benefit arrangement or group or blanket long term disability insurance carried by the Employer on the day before the Plan Effective Date.

LIFE

The following provisions are applicable to residents of New York and are included to bring your Booklet-certificate into conformity with New York state law.

1. Conversion Privilege

The Conversion Privilege appearing in the Booklet-certificate is replaced with the following.

CONVERSION PRIVILEGE

The following does not apply to any AD&D Benefits.

When can an individual convert?

If insurance, or any portion thereof, terminates, then any individual covered under the Policy may convert His life insurance to a conversion policy without providing Evidence of Good Health.

What is the conversion policy?

The conversion policy will:

1. be on one of the life insurance policy forms then customarily issued by Us for conversion purposes;
2. contain no disability, supplementary or AD&D benefits; and
3. be effective on the 32nd day after group life insurance terminates.

At the individual's option, the personal life policy may be preceded by a single-premium one year term insurance policy, subject to the same conditions. If Your insurance terminates due to Your total and permanent disability, You may elect any one of the life insurance policy forms then customarily issued by the Insurer, subject to the same conditions, at the end of the one year period.

The term "Insurer" means Us or any other insurance company which has agreed with Us to issue conversion policies according to this conversion privilege.

How much can be converted?

The amount which may be converted is limited to the amount of group coverage in force prior to the qualifying event, reduced by the amount of any other group coverage for which You become covered within 31 days of termination of group coverage. If conversion is due to retirement or any other qualifying event, the full amount of coverage lost may be converted.

How does an individual convert coverage?

To convert life insurance, the individual must, within 31 days of the date group coverage terminates, make written application to Us and pay the premium required for His age and class of risk.

If an individual is not given notice of the existence of the conversion privilege within 15 days of the terminating event which results in the conversion option, He will have an additional period in which to exercise conversion rights. This additional period will end 45 days following the date He is given notice of the right to convert or 90 days following the date on which the terminating event which results in the conversion option occurs, whichever occurs first. Written notice of conversion rights will be presented to the individual or mailed by the Employer or Us to the last known address.

What if death occurs during the conversion election period?

If the individual should die within the 31 day conversion election period, We will, upon receipt of acceptable proof of His death, pay the Amount of Life Insurance He was entitled to convert.

2. Proof of Loss

The Proof of Loss paragraph is amended to read as follows:

When must Proof of Loss be given?

Satisfactory written proof of loss must be sent to Us or Our appropriate representative, within 90 days after the date of such loss. However, all claims must be submitted to Us within 90 days of the date any individual's insurance terminates.

If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as possible.

3. Accelerated Death Benefit**What is the benefit?**

If You are or Your Dependent is diagnosed as being Terminally Ill and proof of such diagnosis is provided by an attending physician licensed to practice in the United States, and You are/that person is:

1. less than Normal Retirement Age; and
2. insured for at least \$10,000;

then You may request that a portion of Your/that person's Amount of Life Insurance be paid to You prior to death.

The request cannot exceed 80% of the in force Amount of Life Insurance, and is subject to a minimum of the lesser of 25% of the in force Amount of Life Insurance or \$50,000, and a maximum of \$500,000. You may exercise this option only once per person.

For example, if You have an Amount of Life Insurance equal to \$20,000 and You are Terminally Ill, You can request any portion of the life insurance between \$5,000 to \$16,000 to be paid to You now instead of to Your beneficiary at Your death. However, if You decide to request only \$5,000 now, You cannot request the additional \$11,000 in the future.

What does Terminal Illness/Terminally Ill mean?

Terminally Ill or Terminal Illness means that an individual has a life expectancy of 12 months or less.

RECEIPT OF ANY BENEFITS IN ACCORDANCE WITH THIS PROVISION WILL REDUCE LIFE INSURANCE BENEFITS PAYABLE UPON DEATH.

What if an individual is no longer Terminally Ill?

If diagnosed as no longer Terminally Ill, coverage may or may not remain in force. Coverage which remains in force will be reduced by any amount of Accelerated Death Benefits received and premium is due for this reduced amount. If coverage does not remain in force, then the reduced amount of coverage may be converted. Any amount paid as an Accelerated Death Benefit is not available for conversion. Please see the Conversion Privilege section.

What limitations apply to this benefit?

The Accelerated Death Benefit provision will be subject to all applicable terms and conditions of this Policy.

No Accelerated Death Benefit will be paid if You are required by law to accelerate benefits to meet the claims of creditors, or if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement.

What if You made an assignment under this Policy?

If You have executed an assignment of rights and interest with respect to Your Amount of Life Insurance, in order to pay benefits to You under this provision, We must receive a release from the individual to whom the assignment was made before any benefits are payable.

4. Suicide

The suicide provision is amended to read as follows.

What benefit is payable if death results from suicide?

No Supplemental Life or Supplemental Dependent Life benefit will be payable if death results from suicide within 2 years of the effective date of coverage. Additionally, if death resulting from suicide, occurs within 2 years of the effective date of an increase in coverage, the death benefit payable is limited to the amount of coverage in force prior to the increase. The 2 year period includes the time coverage was in force under a Prior Plan.

PENNSYLVANIA

SHORT TERM DISABILITY

The following provision is applicable to residents of Pennsylvania and is included to bring your Booklet-certificate into conformity with Pennsylvania state law.

Other Income Benefits Definition Amended

The item in the second paragraph of the definition of Other Income Benefits which reads we will offset with a "no-fault" automobile insurance plan does not apply to you.

LONG TERM DISABILITY

The following provision is applicable to residents of Pennsylvania and is included to bring your Booklet-certificate into conformity with Pennsylvania state law.

Other Income Benefits Definition Amended

The item in the first paragraph of the definition of Other Income Benefits which reads we will offset with a "no-fault" automobile insurance plan does not apply to you.

VIRGINIA

SHORT TERM DISABILITY

The following provision is applicable to residents of Virginia and is included to bring your Booklet-certificate into conformity with Virginia state law.

Subrogation

The provision entitled "What are our subrogation rights?" is deleted and does not apply to you

LONG TERM DISABILITY

The following provision is applicable to residents of Virginia and is included to bring your Booklet-certificate into conformity with Virginia state law.

Subrogation

The provision entitled "What are our subrogation rights?" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

LIFE

The following provision is applicable to residents of Virginia and is included to bring Your Booklet-certificate into conformity with Virginia state law.

Conversion Privilege

The amount of \$2,000 appearing in the Life Conversion Privilege is amended to read \$10,000.

ERISA INFORMATION

THE FOLLOWING NOTICE CONTAINS IMPORTANT INFORMATION

This employee welfare benefit plan (Plan) is subject to certain requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA requires that you receive a Statement of ERISA Rights, a description of Claim Procedures, and other specific information about the Plan. This document serves to meet ERISA requirements and provides important information about the Plan.

The benefits described in your booklet-certificate (Booklet) are provided under a group insurance policy (Policy) issued by the Hartford Life and Accident Insurance Company (Insurance Company) and are subject to the Policy's terms and conditions. The Policy is incorporated into, and forms a part of, the Plan. The Plan has designated and named the Insurance Company as the claims fiduciary for benefits provided under the Policy. The Plan has granted the Insurance Company full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

A copy of the Plan is available for your review during normal working hours in the office of the Plan Administrator.

1. Plan Name

Group Short Term Disability, Long Term Disability, Life and Supplemental Life Plan for employees of IMPERIAL CAPITAL, LLC AND AFFILIATES ICGH, LLC AND ICAM, LLC.

2. Plan Number

LIFE - 515

ADD - 515

STD - 515

LTD - 515

3. Employer/Plan Sponsor

IMPERIAL CAPITAL, LLC AND AFFILIATES ICGH, LLC AND ICAM, LLC
2000 Avenue Of The Stars
9th Floor South
Los Angeles, CA 90067

4. Employer Identification Number

95-4644495

5. Type of Plan

Welfare Benefit Plan providing Group Short Term Disability, Long Term Disability, Life and Supplemental Life.

6. Plan Administrator

IMPERIAL CAPITAL, LLC AND AFFILIATES ICGH, LLC AND ICAM, LLC
2000 Avenue Of The Stars
9th Floor South
Los Angeles, CA 90067

7. Agent for Service of Legal Process

For the Plan

IMPERIAL CAPITAL, LLC AND AFFILIATES ICGH, LLC AND ICAM, LLC
2000 Avenue Of The Stars
9th Floor South
Los Angeles, CA 90067

For the Policy:

Hartford Life And Accident Insurance Company
200 Hopmeadow St.
Simsbury, CT 06089

In addition to the above, Service of Legal Process may be made on a plan trustee or the plan administrator.

8. Sources of Contributions -- The Employer pays the premium for the insurance, but may allocate part of the cost to the employee. The Employer determines the portion of the cost to be paid by the employee.

9. Type of Administration -- The plan is administered by the Plan Administrator with benefits provided in accordance with the provisions of the applicable group plan.

10. The Plan and its records are kept on a Calendar Year basis.

11. Labor Organizations

None

12. Names and Addresses of Trustees

None

13. Plan Amendment Procedure

The Plan Administrator reserves full authority, at its sole discretion, to terminate, suspend, withdraw, reduce, amend or modify the Plan, in whole or in part, at any time, without prior notice.

The Employer also reserves the right to adjust your share of the cost to continue coverage by the same

procedures.

STATEMENT OF ERISA RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan participants shall be entitled to:

1. Receive Information About Your Plan and Benefits

- a) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The administrator may make a reasonable charge for the copies.
- c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

2. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

3. Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If the Plan requires you to complete administrative appeals prior to filing in court, your right to file suit in state or Federal court may be affected if you do not complete the required appeals. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

4. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

CLAIM PROCEDURES

The Plan has designated and named the Insurance Company as the claims fiduciary for benefits provided under the Policy. The Plan has granted the Insurance Company full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

Claim Procedures for Claims Requiring a Determination of Disability

Claims for Benefits

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents, you or your authorized representative should obtain a claim form(s) from your Employer or Plan Administrator. The applicable section of such form(s) must be completed by (1) you, (2) the Employer or Plan Administrator and (3) the attending physician or hospital. Following completion, the claim form(s) must be forwarded to the Insurance Company's claim representative. The Insurance Company will evaluate your claim and determine if benefits are payable.

The Insurance Company will make a decision no more than 45 days after receipt of your properly filed claim. The time for decision may be extended for two additional 30 day periods provided that, prior to any extension period, the Insurance Company notifies you in writing that an extension is necessary due to matters beyond the control of the Plan, identifies those matters and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim, the time for decision may be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to our request. If the Insurance Company approves your claim, the decision will contain information sufficient to reasonably inform you of that decision.

Any adverse benefit determination will be in writing and include: 1) specific reasons for the decision, 2) specific references to the Policy provisions on which the decision is based, 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary, 4) a description of the review procedures and time limits applicable to such procedures, 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal, and 6) (A) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either (i) the specific rule, guideline, protocol or other similar criterion, or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy will be provided free of charge to you upon request, or (B) if denial is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Policy to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request.

Appealing Denials of Claims for Benefits

On any wholly or partially denied claim, you or your representative must appeal once to the Insurance Company for a full and fair review. You must complete this claim appeal process before you file an action in court. Your appeal request must be in writing and be received by the Insurance Company no later than the expiration of 180 days from the date you received your claim denial. As part of your appeal:

1. you may request, free of charge, copies of all documents, records, and other information relevant to your claim; and
2. you may submit written comments, documents, records and other information relating to your claim.

The Insurance Company's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Insurance Company will make a final decision no more than 45 days after it receives your timely appeal. The time for final decision may be extended for one additional 45 day period provided that, prior to the extension, the Insurance Company notifies you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for decision shall be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to the request.

The individual reviewing your appeal shall give no deference to the initial benefit decision and shall be an individual who is neither the individual who made the initial benefit decision, nor the subordinate of such individual. The review process provides for the identification of the medical or vocational experts whose advice was obtained in connection with an initial adverse decision, without regard to whether that advice was relied upon in making that decision. When deciding an appeal that is based in whole or part on medical judgment, we will consult with a medical professional having the appropriate training and experience in the field of medicine involved in the medical judgment and who is neither an individual consulted in connection with the initial benefit decision, nor a subordinate of such individual. If the Insurance Company grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision.

However, any final adverse benefit determination on review will be in writing and include: 1) specific reasons for the decision, 2) specific references to the Policy provisions on which the decision is based, 3) a statement that you have the right to bring a civil action under section 502(a) of ERISA, 4) a statement that you may request, free of charge, copies of all documents, records, and other information relevant to your claim; 5) (A) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the decision on appeal, either (i) the specific rule, guideline, protocol or other similar criterion, or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the decision on appeal and that a copy will be provided free of charge to you upon request, or (B) if the decision on appeal is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the decision on appeal, applying the terms of the Policy to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request, and 6) any other notice(s), statement(s) or information required by applicable law.

Claim Procedures for Claims Not Requiring a Determination of Disability

Claims for Benefits

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents, you or your authorized representative should obtain a claim form(s) from your Employer or Plan Administrator. The applicable section of such form(s) must be completed by (1) you, (2) the Employer or Plan Administrator and (3) the attending physician or hospital. Following completion, the claim form(s) must be forwarded to the Insurance Company's claim representative. The Insurance Company will evaluate your claim and determine if benefits are payable.

The Insurance Company will make a decision no more than 90 days after receipt of your properly filed claim. However, if the Insurance Company determines that special circumstances require an extension, the time for its decision will be extended for an additional 90 days, provided that, prior to the beginning of the extension period, the Insurance Company notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 180 days after your claim was received. If the Insurance Company approves your claim, the decision will contain information sufficient to reasonably inform you of that decision.

However, any adverse benefit determination will be in writing and include: 1) specific reasons for the decision; 2) specific references to Policy provisions on which the decision is based; 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; 4) a description of the review procedures and time limits applicable to such, and 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal.

Appealing Denials of Claims for Benefits

On any wholly or partially denied claim, you or your representative must appeal once to the Insurance Company for a full and fair review. You must complete this claim appeal process before you file an action in court. Your appeal request must be in writing and be received by the Insurance Company no later than the expiration of 60 days from the date you received your claim denial. As part of your appeal:

1. you may request, free of charge, copies of all documents, records, and other information relevant to your claim; and
2. you may submit written comments, documents, records and other information relating to your claim.

The Insurance Company's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Insurance Company will make a final decision no more than 60 days after it receives your timely appeal. However, if the Insurance Company determines that special circumstances require an extension, the time for its decision will be extended for an additional 60 days, provided that, prior to the beginning of the extension period, the Insurance Company notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 120 days after your appeal was received. If the Insurance Company grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision.

However, any final adverse benefit determination on review will be in writing and include: 1) specific reasons for the decision and specific references to the Policy provisions on which the decision is based, 2) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim, 3) a statement of your right to bring a civil action under section 502(a) of ERISA, and 4) any other notice(s), statement(s) or information required by applicable law.

The Plan Described in this Booklet

is Insured by the

Hartford Life and Accident Insurance Company
Hartford, Connecticut

Member of The Hartford Insurance Group



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Hartford, Connecticut
Endorsement

Policyholder: IMPERIAL CAPITAL GROUP HOLDINGS, LLC (SPEC PROV)

Group Policy No.: GRH/GLT/GL-872856

Effective Date: January 1, 2013

This endorsement forms a part of your Booklet-certificate which describes the provisions of the group policy specified above.

With respect to All Active Full-time Employees who earn \$40,000 or more annually, the Total Disability or Totally Disabled shown in the Definitions of the Long Term Disability portion of Your Booklet - certificate is amended as follows:

Total Disability or Totally Disabled means You are prevented by:

1. accidental bodily injury;
2. sickness;
3. Mental Illness;
4. Substance Abuse; or
5. pregnancy,

from performing the Essential Duties of Your Occupation, and as a result You are earning less than 20% of Your Pre-disability Earnings, unless engaged in a program of Rehabilitative Employment approved by Us.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation does not alone mean that You are Totally Disabled.

Terence Shields, *Secretary*

Ronald R. Gendreau, *President*